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SECTION B – SCHEDULE OF SUPPLIES OR SERVICES

B.1 PURPOSE

The purpose of this contract is for the contractor to provide services and expert skills to MCC for the due diligence of industrial land components as part of an MCC Compact with Cote d'Ivoire. The MCC Compact investment will be undertaken in partnership with The Government of Cote d'Ivoire and in consultation with the private sector. The Contractor shall serve as an advisor to MCC providing due diligence and design improvement recommendations on The Government of Cote d'Ivoire's proposed industrial land components; the Contractor is not a technical advisor to The Government of Cote d'Ivoire.

B.2 CONTRACT TYPE

This is a time and materials (T&M) type contract. For the consideration set forth in the contract, the Contractor shall provide the deliverables described in Section C and comply with all contract's requirements.

B.3 SCHEDULE OF SERVICES AND PAYMENT SCHEDULE

The Total NTE Price of this contract is \$ TBD.

The maximum dollar value awarded to the contractor cannot exceed the Total NTE Price.

The Contractor shall furnish all personnel required to provide services to the MCC in accordance with Section C – Description/Specifications/Statement of Work, and the terms and conditions contained herein. The Contractor shall furnish all personnel, facilities, equipment, supplies, transportation, and other services required to provide services to the MCC in accordance with Section C, Statement of Work, and the terms and conditions contained herein.

Item Information:

CLIN	Items	Q-ty	Unit	Total Price	Payment Amount
0001	Task 0 Final Work Plan, Task 1 Demand Study, and Task 2 Zone Profiles Base Period, one year POP Begin: TBD POP End: TBD	1	NTE	\$TBD	Payment according to Section G.2 Invoice Instructions
0001A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	\$TBD
0001B	Other Direct Costs	1	LOT	\$TBD	\$TBD
0002	Task 3 Industrial Land Productivity Due Diligence Reports Base Period, one year POP Begin: TBD POP End: TBD	1	NTE	\$TBD	Payment according to Section G.2 Invoice Instructions

0002A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
0002B	Other Direct Costs	1	LOT	\$TBD	
1001	MCC industrial land components and investment and due diligence support for Cote d'Ivoire Option Year One Period, one year POP Begin: TBD POP End: TBD	1	NTE	\$TBD	Payment according to Section G.2 Invoice Instructions
1001A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
1001B	Other Direct Costs	1	LOT	\$TBD	
	SubTOTAL NTE AMOUNT			\$TBD	
2001	MCC industrial land components and investment and due diligence support for Cote d'Ivoire Option Year Two Period, one year POP Begin: TBD POP End: TBD	1	NTE	\$TBD	Payment according to Section G.2 Invoice Instructions
2001A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
2001B	Other Direct Costs	1	LOT	\$TBD	
	SubTOTAL NTE AMOUNT			\$TBD	
3001	MCC industrial land components and investment and due diligence support for Cote d'Ivoire Option Year Three Period, one year POP Begin: TBD POP End: TBD	1	NTE	\$TBD	Payment according to Section G.2 Invoice Instructions
3001A	Direct Labor	1	See Direct Labor Rates & Categories in Section C	\$TBD	
3001B	Other Direct Costs	1	LOT	\$TBD	
	SubTOTAL NTE AMOUNT			\$TBD	

In accordance with clause MCC52.232-72, "Limitation of Funds – Incrementally Funded Contracts," funds in the amount of [fill in amount] have been allotted to this contract. It is contemplated that funds now obligated under this contract will cover the work to be performed until [fill in date]. The Contractor shall not perform work on the contract which exceeds the total amount actually allotted by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract. The contractor assumes the risk for any increased costs beyond what the Government obligates.

LABOR RATES

CLINs	Labor Category	Base Year Labor Rates	Option Year 1	Option Year 2	Option Year 3

			Labor Rates	Labor Rates	Labor Rates
All CLINs	Team Leader Expert - Industrial and Commercial RE Markets Expert - Real Estate Finance/Transaction Structuring Expert - Legal and Regulatory Frameworks Expert – Industrial Real Estate Development Expert - Land Use Planning and Land Administration Expert - Industrial Zone Operations and Management Expert- Industrial Zone Infrastructure Sites/Services Expert - Social and Gender Expert - Environmental Planning, ESMS Specialist - Health and Safety Specialist - Resettlement Economist	TBD	TBD	TBD	TBD

TOTAL LABOR HOURS

CLINs	Labor Category	Base Year TOTAL Labor Hours	Option Year 1 TOTAL Labor Hours	Option Year 2 TOTAL Labor Hours	Option Year 3 TOTAL Labor Hours
All CLINs	All Labor Categories	TBD	TBD	TBD	TBD

B.4 ADDITIONAL LABOR CATEGORIES

In the performance of this task order, it may become desirable to add new labor categories to Section B. In such cases, the Government or the Contractor may identify additional labor categories and the Contractor may propose additional labor categories and rates.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) is working with the Government of Cote d'Ivoire (GOCI) on the development of Cote d'Ivoire's first MCC Compact. MCC requires consultancy services to support the due diligence of projects and activities that will effectively address land-related constraints to industrial productivity and economic growth in Cote d'Ivoire. The overall objective of these services is to advise MCC on the formulation of an investment program related to industrial land that can be justified in terms of economic returns, implementability, and sustainability. Technical advisory support will be required for a base period and up to three option periods. Once a contract is signed, work as described below will be mobilized by MCC via more detailed Technical Directives.

Once a Compact with Cote d'Ivoire enters into force – expected in 2018 – the GOCI entity accountable for Compact implementation will use MCC Compact funds to procure the consulting services necessary to execute each of the Compact projects. Note: Quoters on this present MCC procurement are advised that the firm awarded a contract by MCC for these due diligence services will also be eligible to bid on subsequent procurements by the eventual GOCI entity responsible for actual implementation of Compact projects using MCC funds¹. For avoidance of conflicts associated with future GOCI procurements, Quoters are advised that MCC will make available copies of certain of the deliverables under this contract to the GOCI entity responsible for implementation of the Compact, for the GOCI to then distribute as appropriate to provide relevant background information to all interested Quoters on future related procurements.

C.2 BACKGROUND AND ANALYSIS TO DATE

This section summarizes analysis work done to date. The contractor will pay particular attention to the information provided in this section and to other analyses provided by MCC upon contract signing and/or identified by the contractor. The contractor is expected to build from the analytic and consultative work already done by MCC and the Government of Cote d'Ivoire, avoiding duplication of analysis that already exists or is already well known and understood by key stakeholders.

A. Context

A Constraints Analysis is conducted during the first phase of engagement between MCC and a partner country to identify the most binding constraints to private investment and entrepreneurship that hold back economic growth. The results of this analysis enable Côte d'Ivoire, in partnership with MCC, to select activities that are most likely to contribute to sustainable poverty-reducing growth.

The Cote d'Ivoire Constraints Analysis identified **lack of access to industrial land** as one of the binding constraints to economic growth in Côte d'Ivoire, noting that investors seeking to expand existing operations or to open new industrial facilities frequently have difficulty accessing well-serviced land that meets their needs². The mismatch of supply and

¹ However would not be able to simultaneously hold contracts with both MCC and the GOCI or the eventual MCA-Cote d'Ivoire

² The other binding constraints to economic growth identified by the Constraints Analysis were 1) low level of basic and technical/vocational skills, 2) barriers to moving goods and people, and 3) administrative burden and unpredictability of paying taxes.

demand is evidenced by the approximately 386 unmet applications for industrial land currently pending with the GOCI, some of which have been pending for years.

As part of the constraints analysis, the GOCI undertook combined preliminary consultations in June 2015 in Abidjan, Yamoussoukro, and Bouaké with government officials, civil society organizations, and various private sector representatives, including large and small enterprises, agricultural cooperatives, and women's groups. MCC also consulted with the World Bank, International Monetary Fund, and Organization for Economic Co-operation and Development on their recent economic analyses of Côte d'Ivoire, and met with the international donor coordination group (chaired by the Agence Française de Développement) in Abidjan. A workshop in November 2015 organized by the GOCI convened representatives from ministries, the private sector, and customary leaders to review root causes of the lack of access to industrial land in Abidjan that meets demand. The Annexes contain a graphic depiction of the illustrative root causes identified.

Lack of access to industrial land has been caused in part by the decades-long crisis in Côte d'Ivoire, during which no new industrial zones were developed. Existing zones, including those in Abidjan, are saturated, while also accounting for nearly all of the country's national production facilities, are severely degraded because of lack of regular maintenance and absence of effective management.

As Côte d'Ivoire has emerged from crisis, the GOCI has a goal of significantly increasing the contribution of the industrial sector to GDP to well above its current 22% and, in the process, diversifying and increasing the competitiveness of its economy. To achieve this objective, the GOCI has adopted reform strategies and policies to stimulate construction and rehabilitation of industrial infrastructure, focusing on development of industrial zones that are responsive to the needs of modern industry. Implementation of these reforms is led by the Ministry of Industry and Mines (MIM), which generally oversees the industrial land sector.

B. Problem Summary

Since 2011, industrial production in Côte d'Ivoire has increased across the board, driven by the return of stability and the implementation of significant institutional and policy reforms along with major public infrastructure projects. Nonetheless, the State continues to play a dominant role in development, operation and maintenance of industrial zones and the sector continues to suffer from an insufficient supply of industrial land that responds to private sector demand.

The following issues, some of which are described in the Constraints Analysis, underlie the constraint of lack of access to industrial land:

- The city of Abidjan generates nearly 90% of industrial production and has three industrial areas totaling 885Ha: Yopougon (645Ha), Kumasi (120 Ha) and Vridi (120Ha). These three areas are saturated and face several problems described in more detail below due to insufficient investments in maintenance during the long crisis that the country experienced.
- While there is a limited market for privately-owned land in urban areas, the quantity and quality of available land is insufficient to meet the needs of large industrial operations. Urban land markets do not function well and do not respond to the need for industrial land. To assemble land for industrial use within urban areas through market transactions would be too expensive and complicated to be practicable for most users of industrial land.
- To assemble sufficient land in peri-urban or rural areas is similarly challenging because most of this land is managed under customary law and is not subject to formally documented private rights. The complexities and lack of clarity of tenure relationships in these peri-urban and rural areas make it almost impossible for private industrial developers to acquire sufficiently secure rights to land using market mechanisms. Further, the process for securing authorizations to convert this land from agricultural or rural use to industrial use requires an investment of time and money that is beyond the capacity of most investors.

- As a result of difficulties in assembling industrial land, there has been little, if any, private development of industrial zones; most manufacturing and industrial operations either lease or buy land within industrial zones owned and developed by the government. Notwithstanding the apparent strong demand for new zones, the GOCI has been slow in bringing new industrial land into service to meet that demand and almost all the land within the three state-developed industrial zones in and around Abidjan has already been allocated so is considered to be fully occupied.
- The problems caused by the slow pace of development of new industrial zones are exacerbated by the severe deterioration of existing zones and the lack of investment in ongoing maintenance of supporting infrastructure, including drainage, internal roads, and utilities such as water, sewage, wastewater treatment and electricity. Moreover, management of ongoing operations of the zones is almost completely absent resulting in some areas in land speculation, unauthorized subleasing and the intrusion of residential and other non-industrial uses. Occupants of these zones frequently cite severe problems of access and flooding, especially during the rainy season, unreliable electricity, lack of security, and the inability to find a government interlocutor responsible for addressing these problems. To the extent there is vacant and unused land in these existing industrial zones, there are very few incentives for the holders of that land either to put the land into use or to transfer it.
- Notwithstanding these challenges related to the State-driven model of development and operation of industrial zones, the State is likely to continue to play a central role in facilitating the development of new industrial land and the ongoing management and maintenance of existing zones in the short, medium and, perhaps, longer term because the State is perhaps the only actor that can assemble enough land to respond to demand. At the same time, there is clear recognition by the GOCI and other stakeholders of the need to increase private sector involvement and to re-balance the roles of the State and the private sector in the industrial land sector.
- The “Lack of Access to Industrial Land” constraint is very closely linked to the other three constraints identified in the Constraints Analysis, namely: (1) the low level of basic and technical/vocational skills; (2) the administrative burdens and unpredictability of paying taxes; and (3) the barriers to moving goods and people. Industrial investors often cite the need for a capable and reliable work force, clarity and predictability of tax and customs administration, and easy accessibility to their industrial facilities for inputs, finished products and staff as integral to a decision to invest in an industrial facility in Côte d’Ivoire.

C. Reforms

Over the past few years, the GOCI has undertaken significant policy and institutional reforms in the industrial land sector and has initiated several projects to rehabilitate existing industrial zones and bring new zones online.

Institutional Reforms: AGEDI and FODI

In May 2013, the GOCI began significant reform of the legal and institutional framework related to industrial land starting with the creation of the Agency for the Management and Development of Industrial Infrastructure (*L’Agence de Gestion et de Développement des Infrastructures Industrielles*, or AGEDI). AGEDI was created specifically to reinvigorate industrial investment by putting in place a comprehensive and transparent framework for the development and management of industrial areas and for the allocation of industrial land parcels by the GOCI. AGEDI was conferred with three principle missions: the creation of new economic areas for industrial use; the attribution of lots to those seeking access to industrial land; and the management of economic areas for industrial use. These measures were taken to reduce the delays in accessing industrial land and to more efficiently manage new and existing zones.

The concentration in AGEDI of authorities that had previously been dispersed among other agencies or one-stop-shop approach (*guichet unique*) is intended to create a single interlocutor with increased accountability to those seeking access to industrial land and those already operating facilities in industrial zones.

In late 2014, the GOCI complemented AGEDI with the creation of the Fund for the Development of Industrial Infrastructure (*Le Fonds de Développement des Infrastructures Industrielles*, or FODI), with the principal mission of mobilizing financial resources for industrial development. FODI was specifically empowered to finance the development, management, maintenance and rehabilitation of industrial zones, the purging of customary land rights and compensation of holders of those rights on lands that are being brought into industrial use, and capacity building related to industrial activities. FODI was authorized to borrow funds and undertake investments, and to receive rent payments for the occupation of industrial land, state budget allocations, donations, bequests and grants. According to representatives of FODI, it has already obtained loans from commercial banks (approximately 35 billion CFA of the 50 billion CFA being sought), borrowing against future revenues from rents in industrial zones.

FODI relies on the *Direction Générale des Impôts* (DGI) for the collections of rents in industrial zones. Rental revenues are channeled from regional DGI offices to the *Trésor National* and then to FODI. FODI estimates the payment rates on rents in industrial zones at approximately 60%.

AGEDI and FODI operate under the authority of the Ministry of Industry and Mines but are financially and legally independent and have their own management bodies.

Along with the creation of AGEDI and FODI, reorganization of MIM has strengthened the General Directorate of Private Sector Promotion, which aims to ensure the promotion of the private sector and monitoring of private investment in the industrial field. The General Directorate has three branches: Private Investment Promotion; Infrastructure and Industrial Security; and Planning, Statistics and Industrial Cooperation.

The Directorate of Infrastructure and Industrial Safety is responsible for: (1) developing the implementation strategy of industrial infrastructure to promote and contribute to the organization and monitoring of industrial areas; and (2) defining and contributing to the organization of regulations and industrial safety standards.

Pricing Reforms

In response to high demand for industrial land and to help generate revenue for FODI to use to finance infrastructure related to industrial zones, the GOCI has increased the price per square meter to lease industrial land from less than \$0.20 per year to the following ranges in different areas:

- Zone A (District of Abidjan): from \$3.33 to \$24.94 m²/year;
- Zone B (areas with a population of 60,000 or more): from \$1.66 to \$12.47 m²/year; and
- Zone C (areas with populations less than 60,000 as well as areas designated by decree as special economic zones based on regional programs): from \$0.17 to \$1.24 m²/year.³

These rent levels were established in consultation with organizations representing the private sector based on: (1) the cost of infrastructure rehabilitation works needed within existing zones; (2) the annual cost of zone maintenance; and (3) the need to subsidize operation and maintenance of zones outside of greater Abidjan. They do not necessarily reflect market demand or the relative value of land within particular zones. The increases are being phased in based on reductions of 50% and 60% of the new rent levels for 2014 and 2015, respectively.

³ Zones A, B et C are defined by Decree n°2012-1123 of 30 November 2012 which establishes the mechanism for implementing l'Ordonnance n°2012-487 du 07 juin 2012 portant Code des Investissements.

The rent increases bring the official price of industrial land in line with regional comparators but are still significantly lower than prices on the quasi-legal secondary market, which can be significantly higher at over \$60 per square meter (ECOWAS Business Climate Study, 2013). There is anecdotal evidence that the price increases have already caused some industrial users to cede excess unused land back to the State for potential reallocation to other industrial users.

Procedural Streamlining

The GOCI has also streamlined the procedure for obtaining industrial land and made it more transparent and responsive to the needs of applicants. The consolidated procedure includes four stages: the submission of an application to the Center for Promotion of Investments in Côte d'Ivoire (*Centre de Promotion des Investissements en Côte d'Ivoire*, or CEPICI); the issuance of a letter of authorization to put a parcel into use; the issuance of an order of occupation; and the issuance of a long-term lease (*bail emphytéotique*), ranging from 18 to 99 years, which is co-signed by the Ministry of Industry and Mines and the Ministry of Construction. After submission of the application to CEPICI, AGEDI becomes the applicant's sole interlocutor, thereby eliminating the applicant's need to consult with multiple agencies. Specific deadlines and notification requirements for each of the steps in the process are designed to shorten delays and increase accountability into the process.

D. GOCI Plans for the Future

Rehabilitation of Existing Zones

The GOCI has undertaken an ambitious program of rehabilitation, starting with the industrial zone of Yopougon, a 645 HA industrial zone located on the northwest edge of Abidjan along the Northern Highway (*Autoroute du Nord*). The project, financed by FODI, will rehabilitate the road and sewage networks, as well as improve the supply of potable water and electricity, and is expected to cost approximately 20 billion CFA (\$33.2 million). Work began in February 2015 and was originally estimated to be completed in ten months but delays have pushed the expected completion date back to March 2016. The National Office for Technical Studies and Development (*Bureau National d'Etudes Techniques et de Développement*, or BNEDT) produced the feasibility studies and designs and is overseeing the work. AGEDI represents the government as the owner-delegate (*maître d'ouvrage délégué*) of the site.

New Zone Development

The GOCI has also launched the development of a new 940 HA industrial zone known as PK24 located at the 24 KM mark on the Northern Highway (l'Autoroute du Nord) within the District of Abidjan. Concessions for site development will be granted in three phases. The GOCI launched a Request for Proposals to develop the first phase of 209 HA in May, 2014 using a public-private partnership (PPP) model. The GOCI and the winning developer, China Harbor Engineering Company (CHEC), signed a framework agreement on October 5, 2015 and are expected to sign a PPP agreement in 2016.

Under the PPP arrangement, CHEC will be responsible for obtaining financing, conducting studies, developing the site and operating and marketing it for the duration of the PPP contract. The GOCI will be responsible for financing the primary work of roads, potable water, sanitation, and electricity for the site.

In order to respond to demand for industrial land on an urgent basis, the GOCI is developing a 62 HA area within PK24 at the estimated cost of 12 billion FCFA (\$20 million). Work being overseen by BNEDT is already underway on trunk infrastructure, including access roads. In addition, the GOCI has reserved an area of 30 HA to be developed by the Chamber of Commerce and Industry of Côte d'Ivoire, which is looking for partners to develop the area for exclusive use of SMEs.

Development in and around PK24 will also include a logistics/transport platform, sometimes referred to as PK26, being developed by the Ministry of Transport to serve PK24 and facilitate linkages to the Port of Abidjan and to neighboring countries such as Burkina Faso and Mali.

To obtain the land for PK24, the GOCI has initiated a process of acquiring the land rights from holders of customary rights. This process began with the Declaration of Public Use in March 2014. In June, 2015, the GOCI delivered checks to the first group of holders of customary rights. Acquisition of the full 940HA site is expected to cost 23.5 billion FCFA (\$39.1 million) at the rates established by the GOCI and will be financed by FODI in phases between 2015 and 2019. Moreover, a process of compensation for lost agricultural cultivation has also been undertaken by the Ministry of Agriculture.

The rehabilitation of Yopougon and development of PK24 constitute the core of the GOCI's strategy to urgently increase the supply of industrial land. The GOCI's medium- to long-term strategy for the industrial land sector includes: (i) rehabilitation of the other two industrial zones in Abidjan; (ii) rehabilitation and/or development of zones in the interior of the country, with five priority zones already identified; (iii) development of free-trade zones on Île Boulay, which is in direct proximity to the port in Abidjan, and in Bouaké; and (iv) development of a specialized agro-industrial zone of Bonoua to be located 60 KM from Abidjan.

Funding Strategy

Faced with these important needs, the GOCI's funding strategy includes:

- revenues generated from the rate increases described above;
- loans obtained by FODI based on expected rental revenues; and
- mobilization of private financing through PPPs.

The GOCI is also seeking funding from international donors (e.g., the World Bank, African Development Bank, Islamic Development Bank and JICA) for development of zones in the interior of the country, which might not generate sufficient revenues and returns in the short run to be attractive to private investors.

E. Remaining Priorities

Despite the GOCI's ambitious plans and reforms, important challenges remain in the sector.

- **Insufficient supply of industrial land.** The supply of industrial land that responds to the needs of industrial enterprises remains severely limited because land in existing industrial zones in Abidjan is saturated and potential developers of new industrial zones are unable to access well-located and appropriately serviced land through urban and rural land markets. Prices to obtain land for new large industrial zones in urban areas in Abidjan, and likely in other urban centers, are expensive and urban land markets do not function well enough to allow purchasers to obtain land through market transactions. In peri-urban and rural areas, land that might be desirable for development of industrial zones is burdened by customary rights that are not formally documented and are almost impossible for a private developer to acquire without the intervention of the State. Moreover, this land needs to be reclassified for urban/industrial use and provided with necessary supporting infrastructure.

As a result of these difficulties, the State, in the short run, is likely to have a key role in assembling land and making it available to private investors and developers. This will require the continued recalibration of public and private roles and continued refinement of policies that incentivize private investment and participation in the sustainable development, operation, management and maintenance of industrial zones. Provision of land by the State, particularly in "secondary industrial poles" such as San-Pédro and Bouaké, must be based on robust market studies to ensure that zones are developed in locations and according to specifications that respond to market demand. The models and solutions being implemented at PK24 may need to be tailored for applicability elsewhere.

- **Poor condition and continued deterioration of existing industrial estate.** Although the GOCI has undertaken an ambitious program to rehabilitate Yopougon and is eventually planning to expand that program to the other existing zones in Abidjan, the existing industrial estate will continue to deteriorate. Moreover, even if these

zones are rehabilitated, their long term sustainability will not be ensured unless an incentive structure to engage the private sector is put in place and new financing mechanisms are found to generate funding for ongoing maintenance and future rehabilitation.

- **Knowledge, capacity experience and financing.** Although the GOCI has undertaken significant reforms to streamline procedures for accessing industrial land, has created new institutions to develop and manage industrial zones, has put in place new financing mechanisms, and has initiated large-scale projects to rehabilitate old zones and develop new ones, these reforms and projects will take some time to show results. Experience and knowledge necessary to implement these reforms, including expertise in developing, managing and maintaining zones, in allocating land, and in structuring, negotiating and executing PPP transactions, and funds to finance these activities, are severely limited and require substantial augmentation.
- **Land markets.** Mechanisms must be put in place to increase transparency of industrial land markets and to create linkages between developers of industrial land and businesses looking for industrial sites. Ultimately, a well-functioning market in industrial land is the best way to ensure that supply and demand reach equilibrium.
- **Growth Poles Outside Abidjan.** There remains a need to expand the reach of the reforms to other areas of the country if demand for industrial land is sufficiently strong to support the development of zones that will be financially sustainable.
- **Environmental, Gender and Social Considerations.** Effective urban planning of zones and their surrounding areas and coordination of all the relevant national and local stakeholders continue to be challenging. This can potentially result in development of industrial zones in areas that are not adequately planned or in which there are incompatible uses or insufficient infrastructure to support needs of transport, water, wastewater, electricity and solid waste disposal.

Preliminary analysis to date indicates that social and gender assessments are not systematically conducted and used to inform the development of new industrial zones and the management of existing zones, potentially leading to increased risk for vulnerable populations. For example, existing industrial zones have a significant amount of informal non-industrial economic activity (e.g. food vendors, mechanics, convenience stores) as well as informal housing settlements for workers and their families. The living and labor conditions within these zones are precarious and expose these populations to health and safety risks, in addition to increasing operational risks to enterprises formally occupying these zones.

Additionally, while the process used by the GOCI to “purge” existing customary rights during the acquisition of land is clear and participatory, the compensation paid or to be paid to dispossessed rights holders appears to be below the market value of the land. Therefore, in the case of PK24, the impacted persons, even though they are not necessarily displaced, are often unable to replace their lost economic assets (i.e. land for productive use). Moreover, the focus on monetary compensation, without additional ancillary measures, has been insufficient to enable some impacted parties and disadvantaged groups, such as women and youth, to participate fully in the economic growth and poverty reduction benefits of industrial zone development.

F. Potential Areas of MCC Investment

To deepen, broaden and accelerate the reforms already in process and to further address the underlying causes of the lack of access to industrial land, the following areas of potential investment are being considered:

- **Tools for ongoing monitoring of demand for industrial land and demand trends.** Some studies of demand for industrial land have already been conducted, notably a study completed by “COMETE” in the context of a project to assist SMEs financed by the World Bank. Further study of demand, including in growth centers

outside Abidjan, would help ensure that policies and projects are appropriately targeted to demand of industrial land users and will incentivize the participation of the private sector. This will also contribute to a better understanding of needs for transportation and other infrastructure as well as opportunities to expand regional trade and linkages to regional markets.

- **Reforms to enable land markets to respond to demand for industrial land.** As a practical matter, there is no formal market in industrial land as land within existing industrial zones is controlled by the State. The State continues to exercise strong control in order to ensure that land in industrial zones is put into industrial use and complies with applicable standards. In the longer run, however, the State should begin to explore ways in which the objectives of ensuring development and appropriate use of industrial parcels can be achieved while allowing market forces to work to connect suppliers of industrial land with buyers. Many countries have developed information platforms for the marketing of industrial land, either by the State or by private holders, to link suppliers or sellers of industrial land with those who are seeking it, and to assist government actors to better manage public land and to more efficiently facilitate market transactions.
- **Further building of the capacity and improving coordination of AGEDI, FODI and other key actors.** AGEDI and FODI are in their early stages and are charged with an extremely ambitious reform agenda. Their capacity, in terms of human resources, technical capacity and geographic coverage will need to be augmented for the reforms to be implemented and sustained. Institutional organizational and financial sustainability studies should inform the future staffing of these agencies as they inevitably expand. Technical capacity building will also be needed. Even with the creation of these new agencies with consolidated authorities, there remain challenges related to effective coordination of national and local agencies, including the Ministries of Industry, Transport and Construction. Further, successful industrial development requires a workforce that responds to the needs of industrial firms. Opportunities with the Ministry of Education and providers of technical and vocational training should be explored.
- **Refining and expanding the use of PPPs.** As noted, the GOCI has already embraced the use of PPPs to attract private participation in the industrial land sector. There remain opportunities to refine the PPP approach to invest more in the up-front preparation of projects, including more robust feasibility studies and the involvement of transaction advisors in the structuring and marketing of the PPP transaction. International experience indicates that more up-front investment in project preparation is likely to increase bidder interest, reduce negotiation time, and ensure that the eventual project meets the public sector's objectives. The use of the PPPs and other models to catalyze private investment can also be expanded to zones outside greater Abidjan, once market demand is confirmed.
- **Improvement of environmental, social and gender performance.** Adoption of measures that will mitigate potential negative effects of industrial development on the environment and on local populations and will allow them, and disadvantage groups such as women and youth, to participate in the economic growth and poverty reduction benefits of the industrial sector. This could include specific measures to improve the "purging" and compensation processes and to expand opportunities for impacted populations (including informal economic actors) to benefit from the economic growth generated from industrial development. Technical and capacity building support to key GOCI partners on the incorporation of social and gender considerations into policies and practices around the development and management of industrial zones would further help ensure that impacted populations benefit from the economic growth generated from the industrial zones. Finally, new ways of incentivizing investment in more efficient and sustainable energy technologies and compliance with improved environmental standards are proving to be successful in other countries seeking to stimulate industrial development.

C.3 COMPACT PROPOSAL AND SMART URBANIZATION PROJECT

As a result of the binding constraints identified in the Constraints Analysis, it has been agreed that Cote d'Ivoire will submit to MCC two projects for funding, 1) an Employability Project, which will address the education constraints, and 2) a Smart Urbanization project, which will focus on Abidjan and address, in combined fashion, the transport constraint (barriers to moving goods and people), and the industrial land constraint (lack of access to industrial land). Services contracted as a result of this procurement will support due diligence of the industrial land portion of the Abidjan Smart Urbanization Project.

The proposed Abidjan Smart Urbanization project would address the economic constraints associated with transport of goods and people and with industrial productivity. A first activity in the project is expected support sustained improved performance of urban planning overall and the performance of institutions with a responsibility for transport and for the competitiveness of industrial areas in Greater Abidjan. A second activity would provide funding for targeted infrastructure works or for advisory assistance to the GOCI for obtaining private sector financing for targeted infrastructure. An illustrative list of the types of industrial land-related components that may be included in each Activity appears below:

NOTE - the precise project organizing structure of Activities and Sub-Activities may evolve, however the core problems to be solved and project components will remain those of urban planning, institutional performance of transport- and industrial land – related institutions, and direct funding of transport and industrial land infrastructure and revitalization and/or transaction advisory/TA support for third party financing of new works or of revitalization works.

Area 1 –Institutions and Planning

- Urban Planning/Planning Institutions Investments
- Urban Transport Institutional Investments
- Institutional Investments

Area 2 – Infrastructure and Infrastructure Financing/PPP

- Abidjan Transport Infrastructure
- Abidjan Industrial Productivity Infrastructure

ILLUSTRATIVE DETAIL - Area 1: Institutions and Planning

Components financed by MCC may include:

- Urban Planning/Planning Institutions Investments

Investments supporting the GOCI to strengthen planning, planning coordination, and planning enforcement in Greater Abidjan, and planning for future urban growth.

- Urban Transport Institutional Investments

Investments supporting the GOCI to strengthen urban transport planning, transport system operations, management and maintenance and sustainability

- Industrial Zone Competitiveness Institutional Investments

Components in this area are the main emphasis of services provided under this contract. An illustrative list of the potential types of MCC investments follows. Additional elements will be added, and/or refinements made, by the time of the August 30 Project Proposal submission as a result of additional GOCI and MCC design and due diligence work, and further during the Project Development Phase ending in April 2017 as a result of the contractor's work under this present procurement.

The initial institutions that will be supported will be the Ministry of Infrastructure and Mines, AGEDI, and FODI. Institutional capacity building will target the combined core missions of the three entities: 1) management of existing and new zones, 2) rehabilitation of existing zones, and 3) development of new zones.

Develop Industrial Sector Strategy - *Schema Directeur*

- i. This component would assist the GOCI to document trends, identify strategic directions, strategic regions, and have planning mechanisms to monitor trends and adapt accordingly on a continuous basis. This component is inspired by the Schema Directeur for Infrastructure Routier, and would build on existing industrial sector studies completed by the World Bank and IFC.

Make Industrial Land Market More Dynamic

- i. This component would support the establishment of an industrial land market information system, to make more real-time information available about industrial lots available for allocation to industrial firms to set up new operations or expand existing operations.

Establish Dedicated PPP and Procurement Units

- i. This component would support the establishment of a PPP unit and a procurement unit specifically responsible for industrial zone development, rehabilitation, and zone service management
- ii. The PPP skills needed will be *montage* and negotiation of PPP opportunities, and management of PPP arrangements by FODI and AGEDI per the responsibilities of each. These units will be developed in coordination with existing GOCI PPP unit, to balance responsibilities across the relevant institutions. FODI is currently the entity responsible for any GOCI obligations incurred as a result of PPP agreements related to industrial land/industrial zones.
- iii. The procurement skills needed will be to enable AGEDI and FODI to directly procure services for feasibility studies, works, or management or maintenance services in zones. This may also include skills related to viable concession arrangements for service delivery and maintenance.

Zone Rehabilitation Financing and Rehabilitation Project Management Model

- i. This component would be to support the GOCI to establish a feasible model for financing and management of immediate rehabilitation of 3 existing zones in Abidjan
- ii. Transaction advisory services to support the testing application of the model could be funded
- iii. Support to AGEDI and FODI to build capacity to directly oversee and/or manage rehabilitation activities

Develop Zone Management Models

- i. This component could identify and test feasibility of concession arrangements for zone operations/zone service delivery
- ii. Strengthen as needed procedures for land seizure to be undertaken by the competent entity if current tenants are not developing or using land for the anticipated productive activities
- iii. Incorporate environmental and social performance tools into zone management models and approaches,

this could include components such as the establishment of environmental and social management units for zones, strengthen expropriation/compensation procedures as appropriate, identify models to formalize the delivery of ancillary and auxiliary services within and around zones (food services, waste management, etc.)

- iv. Establish and test existing or new models for establishing and building capacity of associations of tenant industries to be engaged in aspect of zone management
- v. Support establishment of new zone management structures in new zone at PK24 and in the 3 existing zones in Abidjan. Finance transaction advisory services for the establishment of any concession arrangements for zone service delivery that may be determined to be feasible

Develop Zone Management Tools

- i. Complete inventories of existing zones – rights, boundaries, tenant activities, degree of speculative sub-letting. These will building on an existing study (*monographie*) completed for the Youpougon zone in Abidjan.
- ii. Establish a short-medium-long term staffing plan for AGEDI, FODI, and for the zone-specific management entities (deconcentrated units of AGEDI, for example, or new zone-level institutions)
- iii. Establish a Procedures Manual for allocation and management of industrial land lots – document and test all steps; establish roles and responsibilities and timing of all intervening entities; identify additional opportunities for procedural streamlining; develop integrated systems for treating demands, awarding lots, following up on investor progress. Establish a tracking system so that investors can follow the progress of their demand for land.
- iv. Establish a model *cahier de charges* for all industrial zones, plus zone-specific *cahier de charges*, adapted for each existing and new zone

Strengthen Zone Revenue Collection

- i. Complete the zone inventories (*monographies*) and other information gathering initiatives for existing zones in Abidjan to clarify and document as needed who has rights to what land, and what the productive activity of each land holder or land user is.
- ii. Establish billing and collections unit to strengthen identification and tracking of account holders, to increase revenue collection rates
- iii. Identify mechanisms to strengthen balance between revenues collected and services delivered
- iv. Review land pricing models, establish and execute plans to update pricing as appropriate
- v. Strengthen and formalize existing platform of DGI and FODI focal points, establish a financial management system that can be used by all stakeholders.
- vi. Establish roles/responsibilities related to deconcentrated FODI office at PK24 and at other zones

ILLUSTRATIVE DETAIL – Area 2: Infrastructure and Infrastructure Financing

This area of investment will be for infrastructure and for enabling infrastructure financing, to 1) improve the existing stock of transport infrastructure through capacity improvements (i.e. improving flow to reduce congestion) and 2) move goods and people more efficiently in and around Abidjan, 3) enable strategic public good infrastructure investments related to new and existing industrial zones in Abidjan.

Components financed by MCC could include:

- Abidjan Transport Infrastructure

This component may include a series of transport-related infrastructure focused on moving goods and people in and around the greater Abidjan area

- Abidjan Industrial Productivity Infrastructure

This component may include direct investment in infrastructure works by MCC at new or existing industrial zones, and/or may include MCC support for transaction advisors or viability gap finance to enable infrastructure investment by the private sector or other funders.

MCC's engineering contractor will perform due diligence on any direct MCC investments in new or rehabilitated infrastructure, incorporating the findings of the industrial zone profiles (Task 2, below) and integrating/coordinating the several areas of related work to be undertaken by this contractor (Tasks 1, 2, and 3). The contractor under this contract will provide due diligence on financial modeling or other types of infrastructure financing, via advisory services that could be financed under the Compact.

Areas of potential investment in advisory services and financing structures – with funding from the private sector or other partners – that may be diligenced will include:

- Financial advisory services needed to test the models – services for mobilization and packaging of land, development of industrial zone business plans for different types of zones and types of industrial enterprises, completion of feasibility studies, securing commitments of different types of private partners and investors, marketing effectively to tenant firms, and management of zone development and management of long-term zone operations.
- Financial advisory services to develop financial structures or vehicles integrating State, local authorities, private investors, and new tenants (new zones); finance similar services to fund revitalization opportunities in existing zones.
- Funding of a facility or other mechanism for MCC resources to be used to catalyze other land productivity investments.

C.4 MCC'S COMPACT DEVELOPMENT TIMELINE FOR COTE D'IVOIRE

The following table indicates the timeline for the development and approval of the Cote d'Ivoire Compact. The services procured under this RFQ will support MCC with due diligence and appraisal of activities targeting the industrial land constraint in Cote d'Ivoire. Due diligence related to the transport activities and related to any infrastructure that MCC might invest in inside or related to industrial zones will be performed by a separate firm under a separate contract. MCC will be responsible for any coordination among contractors that may be required.

Key Milestones	Projected Dates
GOCI Smart Urbanization Project Proposal submission	August 30, 2016
Signature of contract for this scope of services	October 30, 2016
GOCI Smart Urbanization Project Design Document, first draft submission	December 15, 2016
GOCI Smart Urbanization Project Design Document, second draft submission	March 1, 2017

GOCI Smart Urbanization final Design Document, to a degree sufficient for an MCC investment decision	April 30, 2017
MCC completes due diligence to a degree sufficient to assure that the project meets MCC's investment criteria and to inform an MCC investment decision on the proposed project	April 30, 2017
Compact Negotiations and Board Approval	By September 2017
Final due diligence of project design and due diligence of implementation preparations	Remainder of Contract Base Period, through October 2017

C.5 OBJECTIVES AND SCOPE

A. OBJECTIVES

MCC requires consultancy services to support the due diligence of projects and activities that will effectively address land-related constraints to industrial productivity and economic growth in Cote d'Ivoire. The overall objective of these services is to advise MCC on the formulation of an investment program related to industrial land that can be justified in terms of economic returns, potential impacts on poverty reduction, implementability, and sustainability. Due diligence support will be required for a base period (anticipated to last 12 months) and up to three option periods. Once a contract is signed, work as described below will be mobilized by MCC via more detailed Technical Directives.

The specific objective of this requirement is to provide analysis and due diligence services to identify and recommend mechanisms for Cote d'Ivoire to increase the productivity of its industrial sector by more competitive and more demand-oriented development and allocation of industrial land, and through improved management of industrial land, building on recent institutional reforms. The contractor's due diligence support to MCC will help assure that the project activities represent an appropriate response to the industrial land constraints identified, will create stronger conditions for increased industrial competitiveness, can be feasibly completed in the 5-year MCC Compact timeline⁴, and meet MCC's investment criteria.

The Contractor shall serve *as an advisor to MCC* providing due diligence and design improvement recommendations on the GOCI's proposed industrial land components; the Contractor *is not* an advisor to the GOCI.

MCC has encouraged the GOCI to be ambitious and creative in developing activity components related to industrial land. The essential feature of an MCC investment in the industrial land and real estate sphere will be that MCC funds must create additional value and facilitate systemic and sustained performance improvements in access to and performance of industrial land, not substitute for existing available public and private financing, nor focus exclusively on achieving isolated economic outcomes in specific areas through site-specific regulatory or fiscal regimes – such as special economic zones - that bypass Cote d'Ivoire's broader legal and institutional environment. The hypothesis is that MCC support can contribute to industrial productivity in Cote d'Ivoire by supporting strong legal, policy, regulatory and zone management enabling environments and by financing works or advisory services necessary to test and improve zone development, zone revitalization, and zone management models. Such models would include critical roles for the State as well as creating conditions for business opportunities for the private sector, with the eventual goal of more

⁴ MCC Compacts cannot be extended past 5 years following a Compact's Entry Into Force.

competitive industrial land in Cote d'Ivoire and better aligning the supply of industrial land with the demand for it by firms, including SMEs.

B. SCOPE OF WORK

MCC-funded industrial land activities are expected to develop and test new models for development, operation, regulation, and management of industrial zones; incentivize the scaling up of successful models; and identify feasible approaches to revitalize existing zones or to convert them to other more productive uses.

This SOW provides the overall thematic areas of work and expertise required. After award, MCC will mobilize the contractor via specific Technical Directives that will guide the contractor's work during each phase, the timing and goal of missions and other work in Cote d'Ivoire, the key due diligence questions to be asked/answered, and the content of deliverables at the various stages.

C. APPLICABLE DIRECTIVES

MCC will make available all applicable directives that may need to be accounted for in terms of project design and due diligence, and will make available all existing documents or studies that may assist the contractor in its work.

Directives applicable to the contractor's work may include:

- MCC Investment Criteria
- MCC Environmental Guidelines, including IFC Performance Standards
- MCC Gender Policy
- MCC Guidelines for Economic and Beneficiary Analysis
- Other directives or guidelines as applicable

Relevant background documents and studies

MCC will also provide prior to contractor mobilization relevant documents that are available or may become available or be identified. MCC will provide the contractor with support obtaining other documents from GOI institutions or other sources over the life of the contract.

C.6 TASKS

Overall, the contractor will diligence activity components and implementation approaches to assure that any MCC investment related to industrial land responds – systemically and for the long term – to the root causes of the industrial land constraint in a manner consistent with MCC's investment criteria and other parameters and directives. The contractor may be requested to coordinate with other MCC contractors working on other topics related to the Cote d'Ivoire Smart Urbanization investment; in these instances MCC will be responsible for managing this coordination.

i. BASE PERIOD

Tasks are described in this section, with identification of the associated deliverables. With the exception of Task 0, tasks will generally be expected to advance in parallel, with partial deliverables for each Task to be submitted at key milestones. Technical directives will indicate the components of each task to be completed at each stage of work. It will be the contractor's responsibility to integrate the work of team members of the various disciplines.

MCC will provide as soon as possible after task order signature and contractor mobilization a first Technical Directive detailing the starting point of contractor work. The directive will describe in detail the project design progress and status

and the required starting point and sequencing of the contractor's corresponding design review and recommendation work. At present, MCC anticipates that the Technical Directives will be organized around the following work periods: October – December 2016, January-February 2017, March – April 2017, May-June 2017, July-September 2017. However, these periods may shift.

TASK 0. INCEPTION

Work under this task will include kick-off meetings with MCC – in Washington, DC at MCC headquarters and/or by telephone. It will result in a final Work Plan delivered to MCC.

TASK 0 DELIVERABLES

<i>Deliverable</i>	<i>Name</i>	<i>Delivery Date</i>
<i>0</i>	Final Work Plan delivered to MCC for the Base Period, including a per-Task labor mobilization schedule	10 days after contractor mobilization

TASK 1. INDUSTRIAL LAND DEMAND STUDY

Task 1 will provide MCC with analysis that will identify the nature and magnitude of demand for new and/or better managed industrial land in the greater Abidjan area, and assess the potential gains in productivity or cost savings resulting from an MCC investment in these topics. The contractor's work under this task will directly support MCC's eventual modeling of the economic benefits of industrial land investments and will also serve to inform and refine the program logic for the proposed activities⁵. A first step is to begin to test hypotheses about the nature and magnitude of the demand for industrial land across various sectors, industries, sizes and types of firms, and to identify potential impacts. Some demand studies have recently been completed but more targeted analysis is needed to specifically justify an MCC investment and project the potential benefits of an investment. Demand growth and impacts should be projected over 5, 10, 15 and 20 year horizon, although MCC uses a 20-year time horizon in its cost-benefit analysis.

1.1 DEMAND FOR INDUSTRIAL LAND IN ABIDJAN, RELATED TO NEW INDUSTRIAL WORKS, REVITALIZATION OF EXISTING ZONES, OR FINANCING ADVISORY/PPP SUPPORT FOR NEW INDUSTRIAL WORKS OR REVITALIZATION

The contractor will answer foundational questions related to MCC investment in works, works rehabilitation, the structuring of works or rehabilitation financing approaches by other private or public partners, and related to MCC investment in legal, regulatory and institutional reform and capacity building. Bidders should note that these represent the maximum scope of study; questions are illustrative and may be modified as a result of any evolutions in due diligence and/or project design. For all questions the contractor will review all existing studies or information that may be available, to avoid duplicating analyses that may already exist.

- 1) Analyze industries and value chains where there is significant demand, to refine the understanding of how zone revitalization and new zone development at PK24 can help to better match industrial land supply with demand in Abidjan. This would also help the GOCI target industrial development to sectors in which Cote d'Ivoire and/or Abidjan might have a competitive advantage. Agribusiness and food processing demand should be examined, together with other value chains.
- 2) Analyze projected trends related to the competition between PK24 and existing zones. For example, how likely is it that firms currently operating in the existing zones in Abidjan will move their operations to PK24;

⁵ <https://www.mcc.gov/resources/doc/guidelines-for-economic-and-beneficiary-analysis>

how likely is it that land in existing zones will turnover to new use by other industrial firms when land becomes available, vs demand/trend for land in existing zones to be converted to other higher value uses (such as commercial or residential). It is understood that existing zones in Abidjan are saturated, and the contractor's analysis will examine whether and when firms in existing zones are likely to move to PK24, and if so, for what reasons. The contractor will also examine land values in existing zones as part of the analysis, in particular the relationship between prices and fees collected by the GOCI of industrial tenants, vs. the market values of this land. We understand that the land value in existing areas is rising.

- 3) Based on demand analysis, analyze whether reform measures taken to date are appropriately tailored to address the root causes of the industrial land constraint and will result in a better matching of supply and demand (inquiry in coordination with Task 3, below)
- 4) Demand analysis, benefits analysis of rehabilitation - The degree to which MCC involvement in supporting or promoting rehabilitation of existing industrial infrastructure at Koumassi and Vridi, or models for the GOCI to manage rehabilitation undertaken by other funders can contribute to increased industrial productivity, including the financing of transaction advisory services or viability gap financing (VGF) for private partners to invest in the rehabilitation and/or operations of zones.
- 5) Analyze whether planned investments in off-site infrastructure will be sufficient to provide PK24 with necessary transport linkages within Cote d'Ivoire and regionally for the zone to be successful.
- 6) Deepen MCC's analysis of economic rationale for proposed industrial land investments, if applicable. Identify additional evidence, literature, and data analyses that may inform the economic logic and justification for the proposed interventions
- 7) Deliver data collected to MCC, in a form to be agreed. This data may be used by MCC in a variety of ways.
- 8) Analyze other topics as may be indicated in specific Technical Directives

1.2 POTENTIAL EFFECTS OF INDUSTRIAL LAND INSTITUTIONAL PERFORMANCE INVESTMENTS

The contractor will, in concert with MCC and based on MCC guidance, identify a methodology to collect appropriate data to quantify the potential effects over 20 years from MCC investment in strengthened institutional performance – including revenue performance - along key dimensions related to increased industrial land productivity, including efficient land allocation, zone management and maintenance, and other components of land productivity/firm-level productivity that can result from MCC investments in legal, regulatory, and procedural change and in strengthening the capacity of institutions responsible for managing and maintaining industrial. The contractor will quantify effects of industrial zones on surrounding city and national economies, using international benchmarks for successful zones in cities/regions similar to Abidjan, to inform MCC's methodology for measuring the impact of Cote d'Ivoire's existing industrial zones and the planned zone at PK24. The contractor will project the impact of new or better performing industrial zones on land values in and around the zones and any critical associated infrastructure, such as transportation. Finally, the consultant may also be asked to examine the interplay between demand for industrial land and demand for other urban uses – commercial or residential - in Abidjan. This analysis would support MCC decision-making regarding potential investments in urban planning and planning coordination in greater Abidjan.

1.3 COORDINATE WITH OTHER CONTRACTORS AS DIRECTED BY MCC

As a result of the interdisciplinary nature of the proposed Smart Urbanization project, MCC may request that the contractor coordinate with other MCC contractors working currently or previously on other aspects of project due diligence and development, for example firm(s) working on transport-related engineering and transport system

performance topics. This coordination would be for purposes of exchanging data, reviewing demand analyses on the various distinct components of the Smart Urbanization project, furthering existing analysis, or determining major benefit streams that will be used to project the project's impacts across the range of project components.

TASK 1 DELIVERABLES

<i>Deliverable</i>	<i>Name</i>	<i>Illustrative Delivery Date</i>
<i>1a</i>	Table of contents and final study methodology (initial study methodology will be described in bidders' technical proposals) responding to items in each of Tasks 1.1, 1.2, and 1.3	By December 30, 2016
<i>1b</i>	Draft Industrial Land Demand and Productivity Study responding to Task 1	By December 30, 2016
<i>1c</i>	Final Industrial Land Demand and Productivity Study responding to Task 1 and all accompanying data	By March 30, 2017

TASK 2. INDUSTRIAL ZONE SITE PROFILES

The contractor will complete a site profile for up to 5 Abidjan site industrial areas proposed to benefit from infrastructure assistance and/or transaction advisory assistance and/or new operations and management models. These are expected to be: 1) PK24 and PK26 – treated as a single area, 2) Vridi, 3) Koumassi, 4) Youpougon, and 5) Bounoa. The goal of the site profiles is to gain sufficient information about the plans or current state of operations of the zones, on several key dimensions, to finalize MCC's decision-making related to direct financing of new works or revitalization works and/or supporting transaction advisory or VGF costs, and even more importantly to inform due diligence of the scope of institutional and management capacity building and planning support financing MCC would provide as part of the Compact to strengthen the ability of AGEDI, FODI, and other relevant entities to execute their missions.

The contractor may also be asked to complete site profiles for 1-2 industrial sites outside of Abidjan, to inform due diligence recommendations regarding the strengthening of AGEDI and FODI's development, financing, and management responsibility for zones outside of the greater Abidjan area. The interior zones will be selected by MCC at the time of the first Technical Directive for Task 2

The contractor will work to identify any/all documentation already available about each of the existing and new sites to be profiled. The profiles will build on existing information as may be available. The contractor may work directly with institutions such as AGEDI, FODI, and others indicated by the GOCI.

Each profile will include at minimum the following sections. Technical directives will indicate the information needs around each specific areas of inquiry.

- Industry and Tenant Profile
- Zone Infrastructure and Utility Service Profile
- Zone Management and Maintenance Profile
- Zone Environmental Profile
- Zone Social and Gender Profile

TASK 2 DELIVERABLES

<i>Deliverable</i>	<i>Name</i>	<i>Illustrative Delivery Date</i>
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2a	Table of contents for the site profiles – one for existing zones and one for new zones	By December 30 2016
2b	Draft of site profile 1 (to assure approach/organization sound before detailed drafting of all of the profiles)	By December 30 2016
2c	Final site profile 1	By December 30 2016
2c2 – 2c6	Draft remaining site profiles	By December 30 2016
2d2 - 2dc	Final remaining site profiles	By February 28, 2017, April 30 2017

TASK 3. INDUSTRIAL LAND PRODUCTIVITY DILIGENCE

Due diligence analysis and resulting design recommendations as a result of due diligence will be completed along the industrial land productivity dimensions associated with an MCC investment described in this section. The contractor's team will have sufficient technical fluency in these dimensions to complete due diligence analyses and make actionable, feasible recommendations to MCC regarding project components to be financed under the Compact. Technical directives will detail the specific outputs at various stages during the performance period.

PROBLEM ANALYSIS VALIDATION

- The contractor may be requested to further develop or validate the problem and root cause analysis, or to diligence additional dimensions of them. The root cause analysis completed to date is included in the Annexes to this SOW.

STAKEHOLDER AND INSTITUTIONAL LANDSCAPE ANALYSIS AND RECOMMENDATIONS

- Stakeholder mapping
- Review of institutional landscape for development and management of industrial zones, recommend modifications, in areas including land allocation and delivery of basic services
- Map out the current, as-is allocations of industrial land-related roles, responsibilities and management models across public sector institutions and including industrial tenants and any private sector entities
- Compare Cote d'Ivoire's as-is situation to that of comparable countries; assess the ways that Cote d'Ivoire aligns with or diverges from best practice.
- Provide concrete, actionable recommendations to re-balance roles and responsibilities to correct supply/demand mismatch over time, and to enable existing public institutions to more effectively execute their zone development and zone management responsibilities
- Conduct political economy analysis of how proposed reforms will impact various stakeholders and provide recommendations for mitigating any risks identified.

LEGAL AND REGULATORY FRAMEWORK ANALYSIS AND RECOMMENDATIONS

- Identify all relevant policies, laws, regulations, and other relevant texts that are promoting or inhibiting productivity of industrial land in Cote d'Ivoire. Identify strengths, weaknesses, and overlaps or gaps. Recommend areas for reform.
- Assess the appropriateness of existing legal and regulatory framework, gaps that may exist, what changes may be needed. Will include examination of different tenure regimes for industrial land (sales, leasing, etc.), legal and regulatory provisions governing industrial land development and allocation, and tools for recovering unproductive industrial land

- Determine whether reform measures taken to date are appropriately tailored to address the root causes of the industrial land constraint and will result in a better matching of supply and demand. And if not, the study will provide recommended policy and institutional actions that if taken could better match supply to demand

REVENUE AND INCENTIVE FRAMEWORK ANALYSIS AND RECOMMENDATIONS

- Analyze tax incentives and subsidy mechanisms related to industrial land mobilization, development, ownership, and use
- Analyze and provide due diligence regarding existing revenue and land pricing arrangements for tenants
- Assess the future financial viability of existing and new zones
- Identify new incentives that could be introduced for firms in existing zones to move to PK24, if/as appropriate
- Recommend viable zone development or revitalization models that could be used in the future
- Recommend approaches to increase competitiveness of existing zones and new zones
- Recommend approaches for stronger maintenance of existing zone infrastructure, including potential role of tenants and tenant associations

ABIDJAN COMMERCIAL REAL ESTATE MARKET ANALYSIS AND RECOMMENDATIONS

- Complete due diligence analysis of the Abidjan real estate development environment, particularly to identify in detail the market constraints as well as potential opportunities for commercial and industrial real estate developers to be more engaged in the development and operations of industrial zones.
- Assess the commercial and industrial real estate markets environment in Cote d'Ivoire compare to international benchmarks
- Analysis here related to land values may be combined with land value work described in Task 1, above

ZONE MANAGEMENT AND REVENUES

- Roles, responsibilities and performance of State institutions related to allocation, mobilization, and management of industrial land
- Recommend mechanisms and models for strengthened management of industrial land areas, including against international benchmarks and standards and for the financing and management of services and utilities shared among tenants
- Refine zone management models and financing arrangements for shared services, including as an opportunity to improve tenant enterprises' efficiency, cleaner production, and social and environmental performance.

ZONE DEVELOPMENT AND FINANCING ANALYSIS AND RECOMMENDATIONS, INCLUDING PPPs

- Assess the enabling environment for private investors and private real estate developers to participate in the mobilization and development of industrial land
- Review status of existing PPP negotiations between the GOCl and private partners for Phase 1 of PK24
- Identify feasible PPP models for
 - Developing new zones
 - Managing new zones
 - Rehabilitating existing zones
 - Improving management of existing zones
- Recommend interventions that could build GOCl capacity to effectively/efficiently negotiate development PPPs for remaining industrial zone areas
- Identify feasible models for incentive funds or matching funds to catalyze industrial zone development utilizing GOCl, private sector, and MCC participation

- Provide due diligence recommendations on scope of Compact-funded transaction advisory services
- Account for global best practice and global benchmarking appropriate for a country like Cote d'Ivoire

ZONE AREA OF INFLUENCE PLANNING

- Provide due diligence recommendations regarding scope/scale of additional urban planning investments in/around the area of influence of existing or new industrial zones
- Provide due diligence recommendations regarding environmental planning and environmental management of industrial land
- Provide due diligence recommendations regarding opportunities to promote/strengthen socially inclusive and gender responsive urban planning policies and practices
- Provide due diligence recommendations for feasible, actionable approaches to stronger, more coordinated urban planning and urban management in the greater Abidjan area

LAND RE-DEVELOPMENT OPPORTUNITY ANALYSIS AND RECOMMENDATIONS

- Provide due diligence recommendations regarding opportunities and tools related to eventual re-development of existing industrial areas in Abidjan for other uses. This is related to dimensions above related to demand analysis and incentives analysis.
- Assess viability of existing zones and revitalization opportunities
- Identify feasible, alternative models to revitalize or convert existing zones to other more productive uses
- Analysis in this area may be combined with analysis completed in Task 1, above

ENVIRONMENTAL AND SOCIAL OPPORTUNITY ANALYSIS AND RECOMMENDATIONS

In addition to the environmental, social, and gender components of Task 2, Site Profiles, the contractor will provide due diligence recommendations regarding tools by which Cote d'Ivoire can improve the environmental, social and gender performance of existing and new industrial zones in the greater Abidjan area and in the interior of Cote d'Ivoire. This may include, but not be limited to:

- Structure and functions of an environmental and social management unit within zone monitoring and management entities
- Description of likely project beneficiaries and potential poverty reduction impacts of proposed investments
- Recommendations regarding means to enhance gender equality and social inclusion in an MCC-funded industrial land-related investment
- Assessing current procedures for expropriation, compensation and resettlement approaches for new zones or expansion of existing zones
- Identification of feasible opportunities including zone management business units, financing opportunities, or links to other investments or programs to enhance the social performance of existing and new industrial zones (including opportunities to engage with informal economic actors in and around zones). Dimensions could include housing and living conditions around existing zones, and developing plans for or provisions of housing, childcare, schools and other services at an adequate distance from the zone to well-serve zone employees.
- Verification that other related MCC investments, such as related to transportation of people in and around Abidjan and job skills, will be sufficiently linked to areas of industrial activity to raise the social performance of industrial zones

TYPES OF DUE DILIGENCE OUTPUTS

The contractor will be asked in Technical Directives to complete the following types of outputs and work products as part of diligence on topics listed above:

- Identify environmental, social, gender performance impacts and opportunities, including any potential impacts associated with economic and physical displacement (involuntary resettlement) according to applicable MCC guidelines.
- Provide due diligence solutions and structures, such as PPPs, funds, facilities, or other arrangements, structures, or vehicles to stimulate private sector engagement in existing and new industrial zones and industrial land development, during or after the MCC Compact.
- Complete financial modeling for MCC-supported investments related to industrial land, assumptions for viable PPP or other approaches
- Provide detailed due diligence recommendations regarding MCC industrial land investment budget, in MS Excel format, and in a workbook structure that enables easy generation of different scenarios based on changes in key variables.
- Provide due diligence recommendations regarding the ability of an MCC industrial land investment to be achievable during the 5 year MCC Compact implementation timeline
- Provide due diligence recommendations to maximize feasibility, economic benefits, and sustainability consistent with industrial land/industrial zone best practice and relevant real estate industry best practice
- Provide due diligence recommendations to assure that the proposed solutions plausibly respond to the problems and root causes already identified. This shall be based on the contractor's expertise and knowledge of best practices globally, including legal, regulatory, tax, subsidy, financing and partnership mechanisms from which experience can be drawn and feasibly applied in Cote d'Ivoire
- Identify all key risks and assumptions, and recommended mitigation measures (including identification of sustainability risks, relevant environmental policies, laws, regulations, and other related texts relevant to the development and management of industrial zones, and social/gender risks, assumptions and key texts)
- Provide due diligence input to MCC M&E on monitoring indicators and targets, evaluability assessment and potential project evaluation designs, including monitoring and evaluation of gender-responsiveness.
- Provide due diligence recommendations regarding MCA staffing and GOCI implementing partner implementation planning (e.g. sequencing, level of effort at start-up, roles and responsibilities, etc.).
- Lead or facilitate due diligence/design review workshops with stakeholders in Cote d'Ivoire or in Washington, in English and French
- Develop presentation materials on key topics as required by MCC
- Participate in periodic teleconferences with MCC
- Consult with key stakeholders in Cote d'Ivoire, in Washington, and elsewhere as appropriate
- Provide MCC with detailed plans and proposed meeting schedules for meetings and work sessions involving stakeholders located in Cote d'Ivoire

ALIGNMENT WITH MCC INVESTMENT CRITERIA

The contractor's due diligence work will also help assure that MCC investments align with MCC's investment criteria, which include:

- *Link to constraints to growth:* Clear program logic that links each project to a constraint on economic growth.
- *Significant economic returns:* Economic rate of return of at least 10%.
- *Achievable:* Compact projects must be able to be completed within five years, they must be technically feasible and they must be able to be managed by the partner government.
- *Consideration of policy and institutional issues:* Projects must consider the impact public policies and institutions have on the project and its sustainability.
- *Address environmental, social, and gender concerns:* Adherence to MCC's Environmental Guidelines which require projects to be implemented in a manner consistent with International Finance Corporation's

Performance Standards on Environmental and Social Sustainability (IFC Performance Standards) and MCC's Gender Policy.

- *Sustainability*: The benefits from MCC compacts should endure well beyond the five year implementation period
- *Beneficiaries and evaluability*: Explanation of how the project will measurably impact specific beneficiaries, particularly poor households; also must be able to be evaluated.
- *Role of private sector*: Project should be informed by and promote the private sector

TASK 3 DELIVERABLES

<i>Deliverable</i>	<i>Name</i>	<i>Illustrative Delivery Date</i>
3a	First industrial land productivity due diligence report	December 30
3b	Second industrial land productivity due diligence report	February 28
3c	Third industrial land productivity due diligence report	April 28
3d	Fourth industrial land productivity due diligence report	June 30
3e	Final industrial land productivity due diligence report	October 30

B. OPTION PERIODS

Three option periods are anticipated. Expert qualifications will remain the same for the Option Periods. Task areas are also expected to remain the same – both dimensions of MCC industrial land investment and the type of due diligence support (project-related design documents, budget documents, best practice benchmarking, preparation of communications materials, etc.). A detailed work plan for the Option Period will be submitted shortly after MCC exercises the Option.

C.8 KEY PERSONNEL AND MINIMUM QUALIFICATIONS

The Quoter's proposed team shall include experts with the qualifications and experience detailed below. At a minimum, the team lead shall have planning, finance, real estate and legal expertise. Quoters shall propose the level of effort (LOE) and combination of expertise required to meet objectives of this Requirement and complete required deliverables in a cost effective and timely manner to meet MCC's schedule requirements.

For purposes of this contract and evaluation of the proposals, the Key Personnel required to be included in the proposal are listed below. Quoters may propose candidates with expertise in multiple areas listed below. Quoters may propose a reduced number of team members, as long as all areas of expertise are staffed. Quoters may choose to include non-Key personnel necessary for efficient execution of this requirement.

MCC may be flexible on distribution of skills/experience among the various team members, Quoters shall provide evidence indicating that the combination of all team members meets the "total team" qualifications.

All key personnel shall have advanced degree(s) (accredited Masters or Ph.D.) in fields such as planning, real estate, economics, law, finance, business administration or other relevant areas of expertise.

For each position proposed, responses shall include a description of the professional and technical qualifications and licenses necessary for satisfactory performance of required services under this TO; and specialized experience and technical competence in the type of work outlined in the SOW.

Personnel Position	Years/Type of Experience, Language Skills	Total Team Qualifications ⁶
Team Leader	English proficiency required, 10 years project design and implementation experience. May also be expert in one or more topics listed below.	<p>Regional Experience - Evidence of work related to industrial land in countries in Africa.</p> <p>Regional Experience General - Evidence of work on matters of industrial or commercial real estate development or planning in developing or advanced developing countries.</p> <p>Education - University degrees in a field relevant to the development and management of industrial land or industrial zones. This may include fields such as law, business, finance, economics, urban planning, or another related field.</p> <p>Experience – Funds and facilities. Experience designing and managing funds, facilities, revolving funds, challenge funds, or other pooling mechanisms to catalyze private sector investment in industrial land productivity.</p> <p>Experience - Evidence of experience analyzing legal and regulatory texts governing industrial land development; analyzing tax incentives and subsidy mechanisms for industrial land development; analyzing different tenure regimes (sales, leasing, etc.); analyzing the financial viability of industrial zone development including the financing arrangements; analyzing or participating in the structuring of real estate development projects; and analyzing mechanisms for management of industrial land areas and management of shared services.</p> <p>Evidence of experience providing actionable recommendations regarding reforms to governments, donor</p>
Expert – Industrial and Commercial Real Estate Markets	Conversational and written English, 10 years real estate market analysis, real estate advising to industrial, manufacturing, or commercial enterprises, including small and medium firms.	
Expert – Real Estate Development Finance and Transaction Structuring	Conversational and written English or French, 10 years real estate transaction leadership accompanied by relevant financial modeling.	
Expert – Legal and Regulatory Frameworks for Industrial Land	Conversational and written English or French, 10 years legal and regulatory advisory work, serving as advisor to governments or to industrial enterprises. Experience analyzing legal and regulatory frameworks, recommending actionable areas for reform to increase private sector participation, establishing legal arrangements for industrial areas and legal and regulatory approaches to promote productivity of industrial lots.	
Expert – Industrial Real Estate Development	French proficiency required, Conversational and written English, 10 years advising or representing private sector real estate developers. Understanding and experience with State developers and their roles, including advisory services to government institutions.	
Expert - Land Use Planning and Land Administration	Conversational and written French or English, 10 years land use planning and land administration work, experience providing actionable recommendations to	

⁶ MCC's goal is to assure that the team's organization assures that all qualifications are covered. However, MCC may be flexible on how the total qualifications are allocated across the proposed Key Personnel Quoting.

	<p>firms or governments regarding land use planning to support regional economic development, land use planning improvements, mechanisms to enforce or incentivize land uses. Experience providing actionable recommendations to governments regarding procedural streamlining for rights registry, cadastre, and other similar land administration institutions.</p>	<p>agencies, or private sector real estate developers or investors.</p> <p>Experience – Evidence of experience analyzing roles, responsibilities and performance of State institutions in relation to allocation, mobilization, or management of industrial land.</p> <p>Type of experience - Evidence of experience providing actionable recommendations to governments or donor agencies.</p>
Expert - Industrial Zone Operations and Management	<p>Conversational and written French or English, 10 years providing actionable recommendations to improve the delivery quality of core urban services within zones, actionable recommendations for financing and legal arrangements for basic infrastructure and ongoing delivery of core urban services within and immediately around zones.</p>	<p>Experience - Evidence of experience analyzing the enabling environment for private investors and private real estate developers to participate in the mobilization and development of industrial land.</p> <p>Experience– Evidence of ability to analyze demand by firms for industrial land in a country, region or sector.</p>
Expert – Industrial Zone Infrastructure and Sites and Services	<p>French proficiency required, some conversational and written English, 10 years’ experience and a proven capability to critically assess infrastructure works and services plans for industrial parks, including design, costing, scheduling, and project management.</p>	<p>Experience - Evidence of skills in performing project analysis and appraisal, with an ability to identify the essential risks and issues (including environmental and social) of concern to a funding entity or investor. Ability to identify potential mitigation measures.</p> <p>Experience – GIS skills sufficient to prepare maps and graphic material, using existing GIS layers as a basis and/or collecting necessary data for spatial integration and representation. Note: GIS skills may also be held by the Economist or one or more of the three Environmental positions detailed below. Quoters should indicate who on the team would be responsible for any GIS-related tasks.</p> <p>Collaboration and Teamwork – Evidence of ability to work as part of multi-disciplinary project teams. Evidence of ability to take direction when provided by Team Leader or</p>

		<p>client. Evidence of ability to act on feedback when provided.</p> <p>Language – the total team must have ability to speak and write in English and in French. However, language skills may be allocated across the team as Quoters determine appropriate based on the areas of expertise among the various proposed team members.</p> <p>Communications – Excellent oral and written communication skills; ability to synthesize; and ability to be clear and concise in speaking and written outputs.</p> <p>Communications - Evidence of ability to brief high-level U.S. and foreign government officials on technical matters in a clear, succinct manner.</p>
Expert – Urban Planning and Urban Management	<p>Fluent spoken/reading French, 10 years experience providing actionable recommendations to governments regarding urban planning, projecting and planning for future urban growth and land needs, analyzing land and real estate market dynamics related to urban planning and urban management, mechanisms to enforce or incentivize land uses. Evidence that recommendations to improve inter-institutional coordination among multiple national and municipal institutions with responsibilities for urban planning and for incentivizing desired land uses have been adopted by governments.</p>	
Economist	<p>Conversational and written English and French proficiency. Demonstrated knowledge of development economics, statistics and econometrics. At least 10 years project experience in international development. Understanding of the economic analysis of development projects in low income and/or lower middle income countries, including cost-benefit analysis. Minimum of a master's degree in economics, public policy or a closely related field that has a significant quantitative analysis component.</p>	
Expert – Social and Gender	<p>French required, conversational and written English, Advanced university degree in social sciences or a relevant field. At least 10 years of project development experience, including working with analytical frameworks, program design strategies, and program development tools to ensure gender integration and social inclusion. Knowledge and experience in the Francophone West Africa region required. Experience with socially inclusive and gender responsive urban planning, engaging the informal sector, making actionable recommendations for increasing economic opportunities for women and socially disadvantaged groups in/near industrial zones and/or through urban planning projects is highly desirable.</p>	

Expert - Environment Planning/ESMS	<p>The Environmental Planning/ESMS Expert must have an advanced degree in environmental engineering, environmental sciences, environmental management or related fields at Master's degree level or higher. Formal training must be coupled with at least 15 years of relevant experience carrying out environmental and social impact assessments/environmental analyses as well as coordination of multidisciplinary environmental baseline studies. The Expert's experience should be relevant to this program: namely including work in developing countries and related to urban investments or industrial land-related investments on at least two comparable projects in the past five years. The Expert must have extensive knowledge of international best practices in environmental impact assessment and mitigation. Knowledge of the IFC Performance Standards is required. Experience in ISO standards of Quality and environment in applying the IFC Performance Standards in low-income developing countries is preferred. Experience with other international requirements such as the Equator Principles and World Bank safeguards policies is acceptable. The specialist must be able to work closely with local counterpart personnel and the public at large. Possess excellent verbal and written communications skill in French and English.</p>
Health and Safety Specialist	<p>The Health & Safety Specialist must have an advanced degree in engineering, environmental planning, environmental science, environmental engineering or a related field, coupled with at least 15 or more years of experience in health and safety on infrastructure projects in developing countries, with desirable experience in urban and/or industrial land contexts, in developing countries and preferably in Africa. The Health & Safety Specialist should demonstrate familiarity with international environmental standards and procedures: experience with MCC Environmental Guidelines and IFC Performance Standards is preferable; experience with other international requirements such as the Equator Principles and World Bank safeguards policies is acceptable. In addition, he or she should have demonstrated experience in developing health and safety plans and conducting health and safety audits. Experience in outlining principle requirements for proper data collection on pavements is required. Assessment of field works health and safety requirements in compliance with the IFC Performance Standards is needed; as such, experience with the IFC Performance Standards is required. Possess excellent verbal and written communications skill in French and English.</p>
Resettlement Specialist	<p>The Resettlement Specialist must have a degree, preferably advanced, in the social sciences coupled with at least 15 years of international experience in the preparation of resettlement action plans. The Resettlement Specialist should have experience in developing countries. Experience working directly in either Africa and/or the power sector would be considered a plus. The Resettlement Specialist must be familiar with application of international best practice, including IFC Performance Standard 5 and/or World Bank resettlement policy (OP 4.12) and methodology, preferably with experience relevant to energy projects. He/She should be able to work closely with local counterpart personnel and the public at large. Experience with the IFC Performance Standards in industrial site/urban service projects and</p>

	transport projects, in developing countries and preferably in Africa. Possess excellent verbal and written communications skill in French and English.
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C.9 CONFLICT OF INTEREST

In accordance with the principles of FAR Subpart 9.5 and MCC policy, the Contractor shall be ineligible to furnish, as a prime or subcontractor or otherwise, implementation services which result in response(s) to findings, proposals, or recommendations written by the Contractor, unless this provision is expressly waived by MCC.

The contractor and its subcontractors would be precluded from bidding on work and services to be procured by the local Accountable Entity or using funds advanced under a Compact in the relevant country, unless the contractor submits a mitigation plan sufficient to ameliorate any conflict of interest pursuant to the rules applicable to the procurement process.

C.9 TRAVEL

Travel is authorized from the company's headquarters to Washington DC if needed and to Cote d'Ivoire. The contractor will be required to travel for meetings with MCC staff in Washington and to Cote d'Ivoire per requirements stated in SOW.

For members of the Quoter's team who are not resident in Cote d'Ivoire, the Quoter shall account for up to eight round trips per expert during the award period. For purposes of lodging and per diem calculations, Quoters shall anticipate that, on average, each trip will be for a duration of 14 days.

C.10 SUBCONTRACTING

The Offerors are encouraged to subcontract for this SOW.

SECTION D - PACKAGING AND MARKING

Reserved

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

FAR Number	Title	Date
52.246-6	INSPECTION - TIME AND MATERIAL and LABOR- HOUR	MAY 2001

E.2 GENERAL INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items and services under this contract will be accomplished by the COR and/or PM. The COR and/or PM shall notify the contracting office promptly after the specified date of delivery of services not received, or not conforming to statement of work. Unless extenuating circumstances exist, the notification should be made not later than 30 days after the specified date of delivery. If the Contracting Officer determines that services, work or materials being furnished do not meet the required standards, the Government reserves the right to have the work performed elsewhere, charging the contractor with costs involved, subject to the provisions of FAR 52.246-6.

Quality Assurance

The contractor shall have in place and maintain a Quality Control Plan (QCP) that covers, as a minimum how the contractor intends to meet the requirements of all performance objectives, monitor and proactively manage contract's requirements. Given the nature of the assignment, MCC may rely, in part, on the findings of the contractor in the event of an audit of its oversight of the program. Therefore documentation of the process, methodology and raw results, in addition to the stated deliverables, is critical. It shall also include the mechanism by which the Government will be notified of performance related incidents that are likely to affect quality of services or impact mission accomplishment. Any proposed changes to the QCP shall be provided to the Contracting Officer for review and comment no later than 10 working days prior to the effective date of the proposed changes.

E.2 DELIVERABLES ACCEPTANCE CRITERIA

Deliverables are associated with the tasks identified above. All reports are to be submitted in English in electronic copy using WINDOWS based MS-Office products including WORD for text, data tables in EXCEL, appropriate MS-Office 2010 programs for exhibits, and schedules using MS-Project. Files containing graphs, flowcharts or diagrams should be submitted in PDF printable version. Digital photo files should be submitted in JPG format. GIS data should be submitted in PDF printable files. Presentations should be prepared with PowerPoint.

Acceptance Criteria:

The deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified.
- Quality and clarity of analyses and work produced.

- Timeliness and efficacy of communications with relevant counterparts at MCC, MCA, and other relevant organizations.
- All reports should be written in excellent English and/or French.
- MCC reserves the right to review a draft report and provide comments before it is finalized.
- All reports are to be submitted in English in hard and electronic copy (in MS Word), with tables, data and calculations in MS Excel.

All deliverables and other reports shall be submitted in English/French (to be clarified), and MCC's language requirement may vary among different components of deliverables.

Finally, the contractor shall establish and maintain a comprehensive reference index of all relevant documents reviewed by the contractor. Any and all such documents made available and collected by the contractor, shall be compiled in usable form and delivered in an organized fashion to MCC at the end of the contract.

DOCUMENT REFERENCING AND COMPILATION

In completing the required tasks and deliverables, the contractor shall compile and reference any/all other relevant studies and reports used or referenced, to serve as a reference bibliography. This is for information and data gathered from other relevant institutions and relevant donors active in Cote d'Ivoire.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE AND LEVEL OF EFFORT

This contract shall consist of a twelve (12) months base period with up to three (3) Optional one (1) year periods. The actual dates for the base and option years will be included at the time of the award.

MCC anticipates the estimated level of effort outlined in the table below but does not guarantee this level of effort as it may increase or decrease:

Position	Person-Hours				
	Base Year	Option Year 1	Option Year 2	Option Year 3	SUBTOTAL
	CLIN 0004	CLIN 1001	CLIN 2001	CLIN 3001	
Team Leader	396	280	220	220	720
Expert - Industrial and Commercial RE Markets	240	-	-	-	-
Expert - Real Estate Finance/Transaction Structuring	528	580	400	400	1,380
Expert - Legal and Regulatory Frameworks	192	320	320	320	960
Expert – Industrial Real Estate Development	-	440	240	240	920
Expert - Land Use Planning and Land Administration	240	440	480	480	1,400
Expert - Industrial Zone Operations and Management	528	680	560	560	1,800
Expert- Industrial Zone Infrastructure Sites/Services	192	440	320	320	1,080
Expert - Social and Gender	288	480	480	480	1,440
Expert - Environmental Planning, ESMS	192	440	480	480	1,400
Specialist - Health and Safety	160	-	-	-	-
Specialist - Resettlement	160	-	-	-	-
Economist	380	-	-	-	-
SUBTOTAL	3,496	4,100	3,500	3,500	11,100

All positions do not require full term employment, they are intermittent and focused based on the SOW requirements.

*Assume 8 hours in 1 person-day

Contractor may propose additional Labor Categories that might be necessary to complete the Statement of Work together with justification why those categories are needed.

Additional Labor Categories	Base Period One Year	OY1	OY2	OY3
TBD	TBD	TBD	TBD	TBD
SUBTOTAL				

F.2 PLACE OF PERFORMANCE

The contractor shall perform services at their facilities, Washington DC and the Cote d'Ivoire, as required.

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform the tasks as defined in Section C.

F.3 MCC TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract/Contract cost, the fixed fee (if any), or the time required for contract/Contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract/Contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Contract.

(c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon

receiving this notification, the Contracting Officer shall either issue an appropriate contract/Contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract/Contract and does not constitute a change under the changes clause of the contract/Contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

F.4 DELIVERABLES

SUMMARY OF DELIVERABLES AND DUE DATES

A technical directive will provide more detail on deliverables required for the Base Option and Option Years.

At a minimum, the following deliverables will be required.

BASE YEAR

TASK 0. INCEPTION

TASK 0 DELIVERABLE

The contractor shall submit a Final Detailed Work Plan for MCC approval, and then maintain an overall Work Plan indicating the planned labor allocation and timing for Task areas 1, 2, 3 and 4, based on MCC directives regarding overall scope, duration and timing of work under each Task. The Work Plan shall indicate the scheduled deployment of each member of the contractor's team. The Work Plan shall utilize MS Project or MS Excel Gantt chart formats. Updates to the Work Plan shall be submitted to MCC at least bi-weekly.

TASK 1. DEMAND STUDY

TASK 1 DELIVERABLES

<i>Deliverable</i>	<i>Name</i>	<i>Illustrative Timing</i>
<i>1a</i>	Table of contents and final study methodology (initial study methodology will be described in bidders' technical proposals) responding to items in each of Tasks 1.1, 1.2, and 1.3	By December 30 2016
<i>1b</i>	Draft Industrial Land Demand and Productivity Study responding to Task 1	By December 30 2016
<i>1c</i>	Final Industrial Land Demand and Productivity Study responding to Task 1 and all accompanying data	By February 2017

TASK 2. ZONE PROFILES**TASK 2 DELIVERABLES**

<i>Deliverable</i>	<i>Name</i>	<i>Illustrative Timing</i>
2a	Table of contents for the site profiles – one for existing zones and one for new zones	By December 30 2016
2b	Draft of site profile 1 (to assure approach/organization sound before detailed drafting of all of the profiles)	By December 30 2016
2c	Final site profile 1	By December 30 2016
2c2 – 2c6	Draft site profiles 2 – 7	By December 30 2016
2d2 - 2dc	Final site profiles 2 - 7	February 2017, April 2017

TASK 3. INDUSTRIAL LAND PRODUCTIVITY DUE DILIGENCE**TASK 3 DELIVERABLES**

<i>Deliverable</i>	<i>Name</i>	<i>Illustrative Timing</i>
3a	First due diligence report	December 30
3b	Second due diligence report	February 28
3c	Third due diligence report	April 28
3d	Fourth due diligence report	June 30
3e	Final due diligence report	September 30

Required report contents for deliverables under Task 3 will be indicated in each Technical Directive issued to the contractor. MCC may also request to receive Deliverables under Task 3 as a series of separate components or chapters, on schedules agreed to after contractor mobilization.

DELIVERABLES FOR OPTION YEARS

To be refined according to project readiness, but will include assessments and reports in according to the SOW above.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: mcc_accounting_ibcdenver@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the Contractor shall be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

(2) Date of invoice and invoice number

(3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable

(4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the Contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____"

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:

mcc_accounting_ibcdenver@ibc.doi.gov.

G.3 ACCEPTANCE AND APPROVAL

The COR and PM must accept and approve all deliverables before payment may be made.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

The following personnel are hereby considered Key Personnel:

1. Team Leader
2. Expert - Industrial and Commercial RE Markets

The Contractor must provide and maintain all Key Personnel as specified in the Statement of Work. Any changes are subject to prior approvals by MCC in accordance with the appropriate U.S. Government regulations.

The Contractor shall provide resumes of Key Personnel for this contract. All personnel identified in this contract as Key Personnel are considered to be essential to the work being performed hereunder.

Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

H.2 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All Contractor employees or independent Contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual Contractor/consultant and, if a Contractor employee, by the Contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(Contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[Signatory]

Contract Administrator

Date

H.3 MCC 52.232-72 LIMITATIONS OF FUNDS – INCREMENTALLY FUNDED CONTRACTS (NOV 2006)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of Clause)

H.4 MCC 52.232-73 TRAVEL REIMBURSEMENT (MAY 2013)

Policy. When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this Contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) Traveler Responsibilities. All Contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

- 1) The standard cabin class for Contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach “premium” class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, Contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the “Fly America” rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) Limitations. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) Reimbursement Requests. Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler;
- 2) Destination (s) including itinerary;
- 3) Purpose of the travel;
- 4) Cost breakdown; and
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) Approvals. All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the Contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical

accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the Contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the Contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying Contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see Attachment: Medical Accommodation Procedures.

B) Sanitation/Health – Coach Accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification shall not be used based on the lack of advanced planning by the Contractor or the COR).

E) Security – Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a Contractor and that intervention urgently requires other than coach class ticketing.

2) Coach “premium” class

Must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The Contractor is required to report to duty the following day or sooner; and

D) The Contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

NOTE: Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

H.5 MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The Contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the Contractor is strongly encouraged to submit charges within 45 days of the expense.

H.6 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (AUG 2011)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate Contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of Contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount shall significant events occur such as a contract termination or extraordinary contract performance by the Contractor. Inquiries regarding the registration process shall be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690.

H.7 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of MCC and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of MCC. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.8 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this Contract. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.9 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (JULY 2012)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

H.10 MCC 52.245-70 CONTRACTOR ACQUIRED MCC GOVERNMENT PROPERTY OVERSEAS (JULY 2012)

Property and equipment (hereafter stated “property”) that MCC Contractors (other than Personnel Service Contractors) acquire and for which they receive MCC reimbursement through the invoice process is Government (MCC) owned property. Government property is to be used, monitored, and inventoried in accordance with FAR Part 45, Subpart 45.5 Management of Government Property in the Possession of Contractors, as well as MCC Policy 350, “Policies and procedures on Property, Plant, and Equipment.” The contractor should start a running property inventory as soon as it begins to procure property and equipment the cost of which is charged back to the Government. The Contractor shall furnish a copy of such inventory to the COR semi-annually or at least as the contract is in its final stages of completion if its duration does not exceed six months. Mandatory fields on the inventory include: The Contractor’s Name; the Contractor Number; the Country Location and address location; a description of the item with model number serial number, and manufacturer; the acquisition date and cost; the Quantity; the expected life; and its condition at the time of the report. The contractor is responsible for removing US Government identification from property that is to be abandoned.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions.	Jan 2012
52.203-2	Certificate of Independent Price Determination.	Apr 1984
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	Apr 1984
52.203-7	Anti-Kickback Procedures.	Oct 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	Jan 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Oct 2010
52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.209-5	Certification Regarding Responsibility Matters.	Apr 2010
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Dec 2010
52.209-7	Information Regarding Responsibility Matters.	Feb 2012
52.210-1	Market Research.	Apr 2011
52.214-34	Submission of Offers in the English Language.	Apr 1991
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications.	Aug 2011
52.215-14	Integrity of Unit Prices.	Oct 2010
52.215-19	Notification of Ownership Changes.	Oct 1997
52.216-24	Limitation of Government Liability.	Apr 1984
52.217-5	Evaluation of Options	Jul 1990
52.222-29	Notification of Visa Denial.	Jun 2003

52.225-14 Inconsistency Between English Version and Translation of Contract.	Feb 2000
52.225-17 Evaluation of Foreign Currency Offers.	Feb 2000
52.227-14 Rights in Data—General.	May 2014
52.227-17 Rights in Data—Special Works.	Dec 2007
52.232-1 Payments.	Apr 1984
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts	Aug 2012
52.232-9 Limitation on Withholding of Payments	Apr 1984
52.232-25 Prompt Payment.	Oct 2008
52.233-1 Disputes.	Jul 2002
52.233-2 Service of Protest.	Sep 2006
52.233-4 Applicable Law For Breach Of Contract Claim	Oct 2004
52.237-7 Indemnification and Medical Liability Insurance.	Jan 1997
52.242-1 Notice of Intent to Disallow Costs.	Apr 1984
52.242-2 Production Progress Reports.	Apr 1991
52.242-3 Penalties for Unallowable Costs	May 2001
52.242-13 Bankruptcy.	Jul 1995
52.243-3 Changes -- Time-and-Materials or Labor-Hours	Sept 2000
52.243-7 Notification of Changes.	Apr 1984
52.246-6 Inspection of Services – Time and Material and Labor Hour	May 2001
52.246-25 Limitation of Liability—Services.	Feb 1997
52.247-63 Preference for U.S.-Flag Air Carriers.	Jun 2003

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JUL 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

- ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).
- ☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☒ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.

- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☒ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is

completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the order's active period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years and six months.

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.6 FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JANUARY 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following evaluation factors and sub factors are listed in order of descending importance, (1) Technical Capability and Personnel; (2) Past Performance; (3) and Price.

Technical and past performance when combined, are more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

- (c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 Attachment 1: SAMPLE PRICE TEMPLATE

The budget must be presented in the format below for **EACH CLIN**:

ALL CLINs

CLIN	Items	Seniority	Unit	Q-ty	NTE Price	Total NTE
All CLINs	Labor					
	List all proposed Labor Categories	I	HR			
		II	HR			
	Subtotal Labor	III	HR			
	ODC					
	Airfare					
	Per Diem, etc.					
	Communication					
	Misc					
	Other related categories					
	Subtotal ODC					
0003	SubTOTAL NTE Price					

J.1 Attachment 2: MEDICAL ACCOMMODATION PROCEDURES

MEDICAL ACCOMMODATION PROCEDURES

Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests.

Detailed Procedures - Travelers requesting medical accommodations based upon disability must complete the steps below.

Traveler completes Form DS4086. When complete the traveler selects the “Submit” button, which will create and attach the document to an e-mail addressed to MED/DP at meddp@state.gov with a copy to the MCC Travel Office at mccmedical@mcc.gov.

Traveler then downloads and provides their physician with Form DS4086A which the physician completes and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to MED/DP at meddp@state.gov. Alternatively it can be faxed Attn: Domestic Programs 202-663-3673.

MED/DP makes a medical determination based on the information provided by the traveler and the traveler's physician on the DS 4086A. MED/DP will e-mail the traveler with its decision. If approved, MED/DP will attach a scanned, signed DS-4086. The traveler must e-mail the signed DS-4086 to the travel office at mccmedical@mcc.gov. The DS-4086A, is a State Department document only and should NOT be sent to mccmedical@mcc.gov.

MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from MED/DP.

Please note that the process can take several weeks and will depend on how quickly the traveler's physician faxes the completed DS4068A to MED/DP.

J.2 Attachment 3: DS-4086: Special Seating Request Form for Business Class Air Travel and

J.3 Attachment 4: DS-4085A: Business Class Upgrade Medical Questionnaire

J.4 Attachment 5: SOW: Cote d'Ivoire Industrial Land – Illustrative Problem Tree and Root Cause Analysis

J.5 Attachment 6: SOW: Illustrative Problem MCC Economic Framework for Land Sector Interventions

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF QUOTERS

Representations, Certifications, and other Statements of Quoters or Respondents shall be completed electronically via the System for Award Management (SAM) records.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

L.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a time and materials (T&M) contract resulting from this solicitation.

L.2 RFQ FORMAT

The **electronic quote** shall be prepared so that if the quote is printed it meets the following format requirements:

- 8.5 x 11 inch paper, with the exception of charts (such as MS-Project) that can be presented on folded 11 x 17 pages, if needed
- Single-spaced typed lines, including figures glossaries
- 1 inch margins
- 12-point (Times New Roman font) in the text and
- 10-point (Times New Roman font) for all tables
- In Microsoft Word, Excel, no PDF files will be accepted
- All quote pages must be numbered

L.3 ELECTRONIC COPY SUBMISSION

a. The electronic text shall be in Microsoft Word 2010 or later (.doc or .docx), uncompressed files. A directory identifying the file names and contents of each file shall accompany the submission. The price information shall be submitted as a separate file.

b. The electronic versions of spreadsheets shall be in Excel 2010 or later (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. The offerors shall not establish links within these files.

c. All quote data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software.

L.3 QUOTE PREPARATION & INSTRUCTIONS

The U. S. Government anticipates awarding one contract as a result of this Solicitation.

MCC reserves the right to award multiple, one or no awards under this solicitation.

Contractors may be invited to make oral presentations in support of their quote.

Quote shall be submitted in three volumes: Volume I – Technical Capability, Volume II – Past Performance, and Volume III – Price. (NOTE: Volumes I and II can be combined).

Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed prices as required by Section B of this RFQ;
- (3) Submission of information required by Section L or any other section of this RFQ. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful offeror to the terms and conditions of the prospective contract.

Quote Preparation Costs. The U.S. Government will not pay for any quote preparation costs.

L.3.1 VOLUME I –TECHNICAL CAPABILITY

Quoters shall submit a technical quote of **no more than thirty (30) pages**. Charts, graphs, resumes and CVs of Personnel may be included in an appendix to the 30 page technical quote without a page limit. (8.5 x 11 inches, 1 inch margins, Times New Roman, 12 point font, single spaced) as well as CVs for all proposed team members. Charts, graphs, resumes and CVs of Personnel may be included in an appendix to the technical quote without a page limit but need to be reasonable. Cover pages, dividers, table of contents do not count against the limitation. The CVs of Key Personnel should be limited to 4 pages each.

The technical quote shall address the requirements in the SOW and will be evaluated based on the evaluation criteria. Pricing information must not be included in any part of the Volume I. The technical quote should highlight the approach and highlight experience in conducting similar work.

Technical Quote Format

COVER LETTER: The quote shall include a cover letter signed by an individual authorized to commit the company to the quote. The cover letter shall identify all enclosures being transmitted as part of the quote. The letter shall reference the solicitation number and acknowledge that it transmits Quote in response to the solicitation and amendment(s). It shall state: Quote validity for 90 days after submission. Names and telephone numbers of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Quoter's organization shall be clearly identified.

Technical Narrative (not to exceed 29 pages, can be less if needed): The narrative section of the quote should address the Contract results and activities outlined in Section C.

The Scope of Work (SOW) identifies the tasks and results as well as key areas in which expertise will be required. It must be realistic and result in an evaluation and design within budget.

The contractor shall submit a technical approach for the Section(s) for which it is submitting a proposal. This proposal shall describe an approach which shall clearly demonstrate the firm's experience and established procedures for conducting the assignment, mobilizing the experts, anticipated time required to identify and mobilize experts, methodology for quality control of the deliverables, and other relevant information to help MCC make an informed decision.

The technical quote shall address the requirements in Section. The Quoter shall also demonstrate their proposed methodology and approach for handling this assignment. The concise description shall cover the Quoter's understanding of the activities as they relate to the project difficulties and risks, and rationale for their selected approach to execute specific tasks, as well as the roles and relationship between proposed personnel, firm, project management and quality control, and subcontracts (if any). Quoters should provide insight into the methodology and approach that they would use in providing advice to MCC in carrying out its oversight role. This includes but is not limited to highlighting specific risks and opportunities that they see to the program and approaches that they would advocate following. **Innovative approaches and demonstrated creativity will be noted and considered in the evaluation.**

Staffing Requirements.

The staffing plan for carrying out the assignment shall be submitted in the quote. At a minimum, the contractor must be prepared to provide experienced personnel to work with MCC and interact with Cote d'Ivoire MCA to successfully fulfill all of the tasks described above. The required positions are not full time positions, they are intermittent based on the SOW requirements.

L.3.2 VOLUME II - PAST PERFORMANCE

The Quoter shall provide three (3) examples of relevant contracts or Task Orders similar in size, scope, and complexity to the Statement of Work, performed as a prime Contractor or subcontractor within the past three (3) years of the date of this solicitation.

The Quoter shall include the following matrix for each project submitted:

Contract Number	Period of Performance (base and options)	Contract Value
Technical POC		
Name	Email	Tel. Number
Contractual POC		
Name	Email	Tel. Number
Project Description		
Relevance to the SOW		

Quoters are encouraged to provide information on problems encountered on the identified contracts and the Quoter's corrective actions. The MCC shall consider this information, as well as information obtained from any other sources, when evaluating the Quoter's past performance.

The Past Performance volume shall be limited to **6 pages**.

Please Note: Pricing information must not be included in any part of Volume I and II.

L.3.3 VOLUME III – PRICE/BUSINESS QUOTE

(a) Part 1 - Standard Form (SF) 33

The contractor must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the contractor to sign the offer.

(b) Part 2 - Proposed Prices

This section consists of:

1. Budget summary in Excel format with open formulas for CLINs in Section B.
2. Detailed budget/prices with details in Excel format with open formulas for CLINs in Section B. See the template provided in Attachment J.1
3. Budget narrative supporting the Excel budget presentation in Microsoft Word format

PDF files will not be accepted.

The offerors must submit a detailed budget narrative that supports item for item the prices proposed in its detailed budget. The budget narrative should describe the nature of individual price items proposed and include a description of the source of that particular cost estimate (historical experience with the price item, catalogue price, vendor price quotes, etc.).

The Contractor must follow the Attachment J.1 – Sample Price Template for the Price Quote submission.

Labor: Offerors shall provide labor rates for all labor categories that are expected to be used in the performance of the contract.

The labor in the budget should be displayed as a fully loaded labor rate. Separately the offeror must provide for each fully loaded labor rate a split that consists of all elements included in the fully loaded labor rate:

1. Actual labor rate (unloaded)
2. Fringe benefits
3. G&A or any other indirect costs
4. Fee
5. Other

The Government reserves the right to award without discussions (see Section L.6); therefore quoters are encouraged to submit their best price with their initial quote.

The Quoter may propose different labor categories than those reflected in Section B.2. **For any deviation from the labor categories and the LOE, the Quoter shall provide a written explanation of their technical approach and its correlation to the proposed labor hours, labor mix, and the SOW requirement.** In addition, Quoters shall propose a budget for travel and Other Direct Costs.

Other Direct Costs (ODC's): The Offeror shall provide breakdown in ODCs. The schedule shall provide a detailed itemization of each ODC. An explanation and basis shall be provided for each item of "Other Direct Cost" proposed, such as travel, per diem, visas, materials, reproduction costs, etc.

L.5 QUOTE SUBMISSION INSTRUCTIONS

The complete quote is required to be submitted via e-mail only and in accordance with Section L and send to Ayla Brooks at brooksac@mcc.gov. All electronic copies submissions shall comply with the FAR in regards to timeliness. Quoter is responsible to confirm receipt of quote submission.

Quotes are due no later than **10:00 AM EST on Monday, November 3, 2016.**

TO ASSURE TIMELY AND PROPER HANDLING, QUESTIONS AND QUOTES SENT ELECTRONICALLY SHALL STATE "**MCC-17-RFQ-0003, AgLand Cote d'Ivoire ILDD, and Contractors name**" IN THE SUBJECT LINE.

L.5.1 QUESTIONS/REQUEST FOR CLARIFICATION REGARDING SOLICITATION

Questions regarding this RFQ shall be addressed to Ayla Brooks at brooksac@mcc.gov. The closing time for submission of questions during the quote preparation period is **10 AM, EST, Wednesday October 19, 2016.** TO ASSURE TIMELY AND

PROPER HANDLING, QUESTIONS AND QUOTES SENT ELECTRONICALLY SHALL STATE “**MCC-17-RFQ-0003, AgLand Cote d’Ivoire ILDD, and Contractors name**” IN THE SUBJECT LINE.

The Government does not guarantee that it will answer any question or request for clarification received later than the time and date for Q&A specified above. Questions or requests for clarification that result in specific information necessary to submit quotes will be provided to all contractors. Therefore, questions/comments shall not be marked with a restrictive legend and shall not include proprietary information. The Government is not obligated to provide responses to all RFCs, but will consider them and incorporate changes into the SOLICITATION as deemed necessary.

L.6 NEGOTIATIONS/DISCUSSIONS

The Government reserves the right to award without discussions. Therefore, Quoters are encouraged to submit sound technical quotes supported by competitive pricing.

Quoters are cautioned that failure to provide all the required information may make the Quote non-responsive and may result in elimination of the Quoter from further consideration for award.

L.7 EXCLUSION OF QUOTES AND COMMUNICATIONS

(a) At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the quote is not among the most highly rated; or the quote is not likely to be selected for award. The Government need not notify contractor that its quote has been excluded from further consideration nor need it provide the contractor with a pre-award debriefing. However, the contractor will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

(b) After receipt of quotes, the Government will conduct an evaluation. The Government intends to evaluate quotes and issue a contract without communications with contractors. However, during the evaluation process, the Government may, solely at its discretion, communicate with a contractor for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow contractor to submit quote revisions. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a quote revision date for a contractor that is different than the quote revision date for another contractor (s). The Government need not conduct communications with all contractor. Rather, the Government may, at its discretion, conduct communications with one or only some contractor. Furthermore, the Government need not permit all contractor to submit quote revisions. Rather, the Government may, at its discretion, seek quote revisions from only one or only some contractor.

L.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
Millennium Challenge Corporation
CGM
1099 Fourteenth Street NW
Suite 700
Washington DC 20005

Mailing Address:

MCC-17-RFQ-0003

Millennium Challenge Corporation
CGM
1099 Fourteenth Street NW
Suite 700
Washington DC 20005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

The Government intends to award a single contract on a best value basis to the Quoter that is determined to be the most advantageous to the Government. Quoters are cautioned that an award may not necessarily be made to the lowest price Quoter. However, if non-price factors are evaluated as comparatively equal between two or more Quoters, price may become a determinative factor. The Government reserves the right to award without discussion; therefore it is incumbent upon all Quoters to submit their best quote.

M.2 EVALUATION FACTORS AND SUBFACTORS

All quotes will be evaluated based on the evaluation factors listed below. Award will be made to the Quoter whose Quote is the most advantageous to the Government and provides the best value and based on FAR 13.106-2The following evaluation factors and sub factors are listed in order of descending importance, (1) Technical Capability and Personnel; (2) Past Performance; (3) and Price. When combined, non-price factors are more important than price.

The selection factors and sub-factors for this project are listed below in descending order of importance:

FACTOR 1: TECHNICAL CAPABILITY AND PERSONNEL

***Subfactor A: Technical Approach and Methodology**

Clearly demonstrated management strategy with methodology for accomplishing tasks and deliverables and ability to complete the tasks and deliverables in the Statement of Work.

Clearly demonstrates experience and established procedures for conducting each task and deliverable within the schedule.

Clearly demonstrates experience and established procedures for mobilizing the experts, anticipated time required to identify and mobilize experts. Demonstrated clarity of the staffing plan for each task and deliverable including a detailed work plan to accomplish the tasks on time and within schedule.

***Subfactor B: Personnel Qualifications**

The proposed personnel will be evaluated in terms of their 1) availability and commitment to the position, 2) demonstrated experience, knowledge and abilities, and 3) education (see Scope of Work).

Clearly described personnel's suitability for carrying out specific tasks e.g. professional and technical qualifications, specialized experience and technical competence necessary for satisfactory performance of required services.

Includes experts with in-depth regional African experience and knowledge.

In case of proposed subcontractors, demonstrated capacity of the management/staffing plan to successfully accomplish the SOW's tasks with in the required .

***Subfactor C: Demonstrated international experience in developing countries**

Clearly demonstrated international experience similar that are described in the SOW in developing countries at a similar stage of compact (program) development, especially in Africa..

FACTOR 2: PAST PERFORMANCE

Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance standards. Previous performance of key staff and the contractor in delivering quality and timely work. Each Offeror will be evaluated on their performance under existing and prior contracts for similar services during the past five (5) years in terms of cost control, quality of work, and compliance with performance standards. The Government will focus on information that demonstrates quality performance relevant to the size and complexity of the requirement under consideration.

The Government reserves the right to consider information from any other sources when evaluating the quoter's past performance.

FACTOR 3: PRICE

The Government will examine price quotes for reasonableness and completeness.

M.3 EVALUATION METHODOLOGY

The Government shall perform a comparative analysis of quotes and shall assess advantages and disadvantages of each quote as related to the Evaluation Factors so stated above.

Technical Factors and SubFactor Adjectival Ratings:

Rating	Definition
OUTSTANDING	The proposal exceeds the fullest expectations of the Government. The quoter has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and its proposal should result in outstanding, effective, efficient, and economical performance under the order / contract. An assigned rating of "outstanding" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government.

EXCELLENT	The proposal demonstrates a level of effort that fully meets the statement of work (SOW) requirements and could produce results which should prove to be substantially beneficial to the project, containing essentially no weaknesses. Fulfilling the definition of “excellent” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a level of effort that fully meets or exceeds the Evaluation’s requirements in a way that should prove to be substantially beneficial to the project.
SATISFACTORY	The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of “satisfactory” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a “satisfactory” understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the quoter’s performance.
MARGINAL	The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. A rating of “marginal” indicates that, in terms of the specific factor (or subfactor), the proposal marginally meets the standard for minimal but acceptable performance. The quoter may complete the assigned tasks; however, there is at least a moderate risk that the quoter will not be successful.
UNSATISFACTORY	The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unsatisfactory. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating of “unsatisfactory” indicates that in terms of the specific factor (or subfactor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

Mere restatement of the requirements, or, should the proposal contain statements from the quoter that the quote is compliant with the RFQ without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the proposal would be so non-compliant and vague as to require a major revision, it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well-tailored" to the MCC environment.

Any quote receiving a “Marginal” or below rating in any Factor or SubFactor shall not be considered for Award.

Past Performance Risk Assessment Rating

Rating	Definition
Low Risk	Based on the quoter's performance record, essentially no doubt exists that the quoter can successfully perform the required effort.
Moderate Risk	Based on the quoter's performance record, some doubt exists that the quoter can successfully perform the required effort.
High Risk	Based on the quoter's performance record, significant doubt exists that the quoter can successfully perform the required effort.
Unknown Risk	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the quoter or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.

If a selection will be made without conducting discussions/negotiations, the quoter shall be given the opportunity to clarify the relevance of quoter's past performance information and *adverse past performance information to which the quoter has not previously had an opportunity to respond*. If the adverse past performance information, to which the quoter has had no opportunity to respond, is the reason quoter may not receive an award without discussions, the quoter will be provided an opportunity to address the information. This communication will not constitute discussions.



U.S. Department of State

SPECIAL SEATING REQUEST FORM FOR BUSINESS CLASS AIR TRAVEL

For Employee's Special Needs (See 14 FAM 567.2-4)

Employee Name

Last

First

Middle

Organization

Millennium Challenge Corporation

Name of Attendants if Required:

Name

Last

First

Middle

Name

Last

First

Middle

Name

Last

First

Middle

Approved By: (Check if M/MED or Identify POST)

M/MED

☐

POST

(Print Name)

Signature of M/MED or RMO/FSNP

Print Name of Approving Official

Date signed (mm-dd-yyyy)

Expiration date (mm-dd-yyyy)

AUTHORITY WILL EXPIRE AS INDICATED ABOVE BY THE COMPETENT MEDICAL AUTHORITY.



U.S. Department of State

BUSINESS CLASS UPGRADE - MEDICAL QUESTIONNAIRE**For the traveler**

(a) Release of information - Please sign and date the authorization printed for release of information from your physician.

"I hereby authorize my physician to provide the information requested below to the Domestic Programs, Office of Medical Services, U.S. Department of State and to provide requested information verbally and in writing regarding my medical or mental health condition(s) as it pertains to my request for a premium travel upgrade".

Traveler's Signature Date (mm-dd-yyyy)

Traveler's Name (Last, First, MI)

Home Address City State ZIP Code

Work Phone Home Phone

Primary Email Secondary Email

(b) Traveler Statement - On the next page, you may explain your specific difficulties requiring business class or a premium travel upgrade.

(c) Have your physician document the information requested and sign this form. Alternatively, the information can be provided on signed letterhead.

(d) Email this form as a scanned pdf attachment to medDP@state.gov. Alternatively, it can be faxed to attention: Domestic Programs, 202-663-1687.

Traveler Statement

Please take this form to your treating physician.

Your patient is requesting business class travel or a premium travel upgrade for a medical condition. Determinations are on the basis of a medical need, not traveler comfort. We are requesting your assistance in determining if your patient has a medical condition necessitating business class travel.

Please provide the following information:

- 1) Diagnosis and current medical condition of your patient.
- 2) Current treatment regimen for this condition including current medications.
- 3) What impact would air travel likely have on your patient if no special accommodations were made?

4) Which of the following modalities may your patient use during commercial air travel? *(Please check each one that applies.)*

- ☐ a. Frequent standing
- ☐ b. Walking and moving about the cabin
- ☐ c. Frequent in-seat stretching
- ☐ d. The use of support stockings (*thigh high or full length*)
- ☐ e. Aisle seating
- ☐ f. Exit row seating
- ☐ g. Bulkhead seating
- ☐ h. Medications

5) If your patient utilized the above modalities, how would your patient likely be affected by air travel? What, if any, adverse effects would your patient be likely to have as a result of air travel while using the above modalities?

6) If the modalities noted in number 4 were available to your patient, please specify what, if any, additional accommodation/modalities you recommend for air travel? What, if any, adverse effect is your patient likely to have as a result of air travel using the additional modalities you recommend?

7) Do you recommend business class travel for your patient? If so, why and what is accomplished by business class travel that is not accomplished by the modalities noted in number 4?

8) Does duration of travel affect your patient's medical condition with or without the accommodation? If so, is there any length or type of travel that you recommend that your patient not undertake because it would adversely affect his/her medical condition?

9) What is the patient's prognosis? How long is the current medical condition expected to last?

10) Please provide any additional information supporting your recommendation. *(Please forward copies of reports, x-ray results and laboratory tests.)*

11) Please sign and date this form as follows:

Physician's Signature

Date (mm-dd-yyyy)

Physician's Printed or Typed Name and Degree

Phone

Address

City

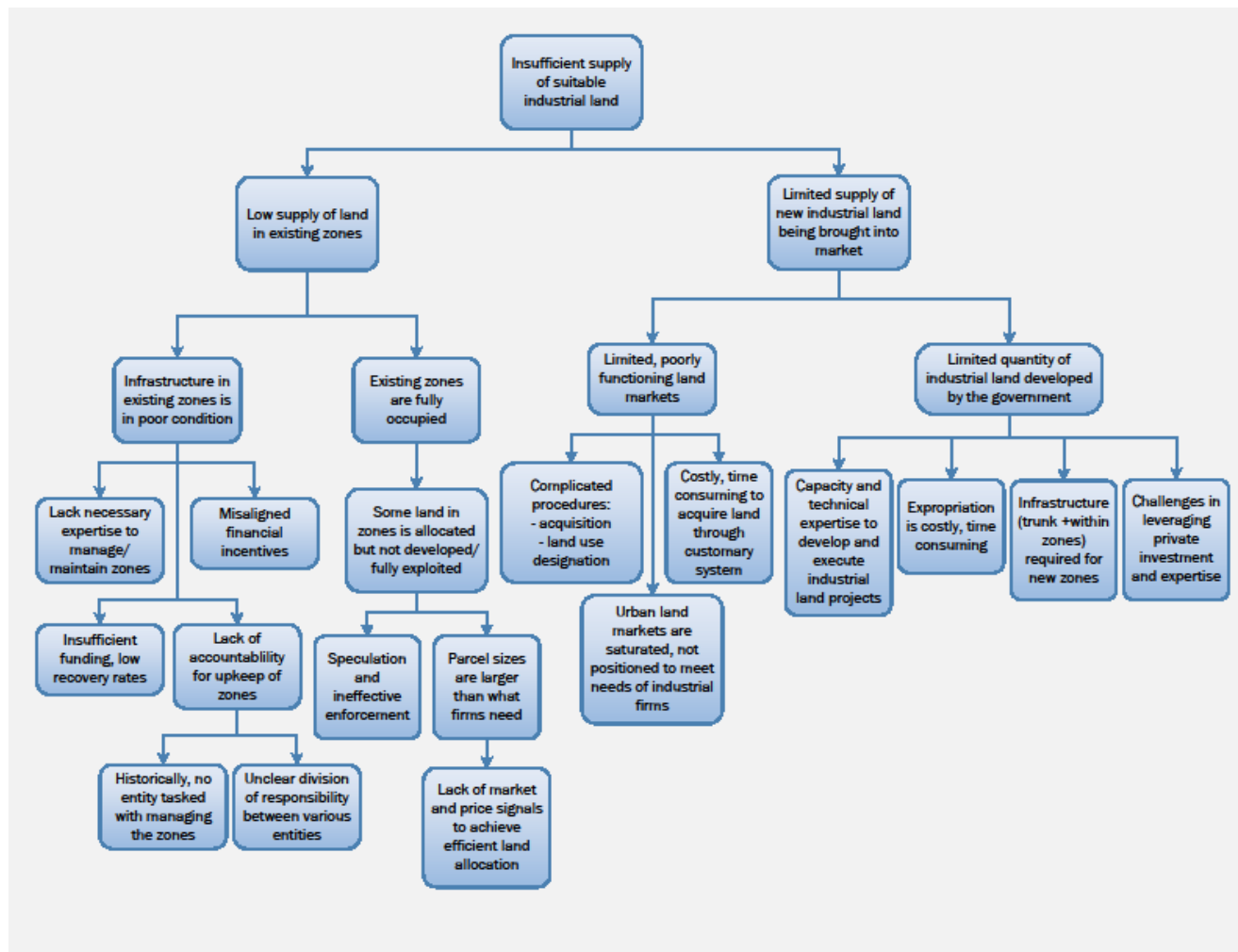
State

ZIP Code

To the Doctor: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law we are asking that you NOT provide any genetic information when responding to this request for medical information.

'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Attachment J.4: Cote d'Ivoire Industrial Land – Illustrative Problem Tree and Root Cause Analysis



Attachment J.5 SOW: Illustrative Problem MCC Economic Framework for Land Sector Interventions

Illustrative Logic for MCC Land Projects

